

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 75	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER NNK13ZLS004Q-REVISION-B		6. SOLICITATION ISSUE DATE 11/09/2015
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Maile Krienke		b. TELEPHONE NUMBER (321) 867-2556		8. OFFER DUE DATE/LOCAL TIME 12/11/2015 1200 ET	
9. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 336419 SIZE STANDARD: 1,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING DO-C9 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
		CubeSat Dispenser Hardware and Integration Services Offerors shall propose in accordance with attached Statement of Work and all attachments. INCO TERMS 2: Destination (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Erik C. Whitehill			

PART I – THE SCHEDULE.....	4
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	4
B.1 SUPPLIES OR SERVICES TO BE PROVIDED AND PRICE/COSTS	4
B.2 TYPE OF CONTRACT	6
B.3 PERIOD OF PERFORMANCE FOR PLACING ORDERS	6
B.4 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES	6
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	7
C.1 SCOPE OF WORK	7
C.2 CONTRACT DATA REQUIREMENTS LIST (CDRL)	7
SECTION D - PACKAGING AND MARKING	8
D.1 NFS 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)	8
SECTION E - INSPECTION AND ACCEPTANCE	9
E.1 INVOICE INSTRUCTIONS	9
E.2 INSPECTION AND ACCEPTANCE	9
SECTION F - DELIVERIES OR PERFORMANCE	10
F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE	10
F.2 EFFECTIVE ORDERING PERIOD	10
F.3 PLACE OF PERFORMANCE	10
SECTION G - CONTRACT ADMINISTRATION DATA	11
G.1 TASK ORDERING PROCEDURE	11
SECTION H - SPECIAL CONTRACT REQUIREMENTS	13
H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE	13
H.2 KSC 52.223-121 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (JUL 08)	13
H.3 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (SEPT 2012)	13
H.4 MILESTONE PERFORMANCE AND PAYMENT	14
PART II – CONTRACT CLAUSES	15
SECTION I - CONTRACT CLAUSES	15
I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE	15
I.2 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2015)	16
I.3 FAR 52.216-18 ORDERING (OCT 1995)	22
I.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)	22
I.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)	23
I.6 ON-RAMP	23
I.7 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010)	24
I.8 NFS 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)	27
PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	28
SECTION J - LIST OF ATTACHMENTS	28
J.1 STATEMENT OF WORK (Attachment A).....	7 PAGES 28
J.2 DATA REQUIREMENTS LIST (Attachment B).....	7 PAGES 28
J.3 LABOR SKILLS DESCRIPTION (Attachment C).....	1 PAGE 28
J.4 SOW REFERENCE/CLIN CORRELATION (Attachment D).....	1 PAGE 28
J.5 PRESENT/PAST PERFORMANCE QUESTIONNAIRE (Attachment E).....	7 PAGES 28

PART IV – REPRESENTATIONS AND INSTRUCTIONS	29
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS	
OF OFFERORS	29
K.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE	29
K.2 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS (AUG 2013)	29
K.3 NFS 1852.209-76 REPRESENTATION BY ENTITIES ON RESTRICTIONS OF WHISTLEBLOWING (DEVIATION APRIL 2015)	29
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	42
L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE	42
L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)	42
L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)	42
L.4 PROPOSAL INSTRUCTIONS	43
L.5 PROPOSAL DUE DATE	48
L.6 DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS	48
L.7 COMMUNICATIONS AND REQUESTS FOR INFORMATION	48
L.8 PROPOSAL PREPARATION COSTS	49
SECTION M - EVALUATION FACTORS FOR AWARD	50
M.1 EVALUATION FACTORS	50
M.2 EVALUATION CRITERIA	50

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES OR SERVICES TO BE PROVIDED AND PRICE/COSTS

The Contractor shall provide all services, facilities, and resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish Contract Line Items Number (CLIN) 1 through 5 (Tables B-1 and B-2) in accordance with the Statement of Work (SOW) incorporated in Section J.1 (Attachment A).

Specific task requirements and Mission Unique requirements will be procured in task orders in accordance with Article G.1, "Task Ordering Procedure." Not-To-Exceed (NTE) prices set forth in Table B-1 and the fully-burdened, fixed-price hourly labor rates provided in Table B-2 shall be used as the basis for pricing task orders. Detailed descriptions of the work effort will be found in the individual task orders. The Government shall have the right to order the services at the prices identified in Tables B-1 and B-2. The Government will purchase only CLINs required to support each task order; all CLINs may not be required for each mission.

CLINs 1, 2, 3, and 5 in Table B-1 are Not-to-Exceed (NTE) prices. The firm-fixed-prices for these CLINs will be negotiated with each individual task order at prices not to exceed the maximum prices in the table. Nothing in this clause precludes the Contractor from proposing more favorable prices or discount terms in response to specific requests for task order proposals in accordance with the task ordering procedures defined in Section G.1 of this contract. CLIN 4 - Special Task Assignments will be priced according to the firm-fixed-price, fully-burdened hourly labor rates in Table B-2.

CLIN 5 is Reserved at this time, but may be utilized at a later time for nano-satellite deployment from the International Space Station (ISS).

Table B-1 – Supplies and/or Services to be Provided and Price

			Not-to-Exceed (NTE) Price (\$) in Calendar Year Ordered			
CLIN	DESCRIPTION*	Unit	CY 2016 Price	CY 2017 Price	CY 2018 Price	CY 2019 Price
1.0	Hardware					
1.1	3U Dispenser Flight Unit	each				
1.2	6U Dispenser Flight Unit	each				
1.3	3U Dispenser Non-Flight Unit [Engineering Development Unit]	each				
1.4	6U Dispenser Non-Flight Unit [Engineering Development Unit]	each				
1.5	3U Mass Simulator Flight Unit	each				
1.6	3U Mass Simulator Non-Flight Unit [Engineering Development Unit]	each				
1.7	6U Mass Simulator Flight Unit	each				
1.8	6U Mass Simulator Non-Flight Unit [Engineering Development Unit]	each				
2.0	Standard Services					
2.1	Flight Hardware (HW) Qualification	each design				
2.2	Flight Hardware Development and Assembly	dispenser or dispenser mass simulator				
2.3	Dispenser System Flight HW Acceptance Testing	dispenser				
2.4	Dispenser Mass Simulator Acceptance Testing	dispenser mass simulator				
2.5	Dispenser to Launch Vehicle (LV) ICD Development	mission				
2.6	CubeSat to Dispenser ICD Development	mission				
2.7	Integration of CubeSats into Flight Dispensers	CubeSat				
2.8	Integrated Flight CubeSat/Dispenser Acceptance Testing	dispenser				
2.9	Flight HW to LV Integration	mission				
2.10	Mission Support	mission				
3.0	Non-Standard Services					
3.1	Delays					
3.1.1	Prior to CubeSat delivery to Contractor integration site	occurrence				
3.1.2	After delivery of CubeSats to Contractor integration site, but before CubeSat integration into dispensers	occurrence				
3.1.3	After CubeSat integration into dispenser, but before delivery to LV integration site	occurrence				
3.1.4	After integrated dispensers have been delivered to LV integration site, but prior to installation on the LV	occurrence				
3.1.5	Flight hardware integrated on the LV assessment	occurrence				
3.1.6	Flight hardware integrated on the LV dispenser removal	occurrence				
5.0	RESERVED					

* Refer to SOW for broad task description and to individual task orders for detailed work effort.

Table B-2 – CLIN 4 Special Task Assignments Direct Labor Rates

<u>COMPOSITE SKILL MIX</u> <u>GENERAL LABOR CATEGORIES*</u>	Firm Fixed-Price (\$) in Calendar Year Ordered			
	CY 2016 Hourly Rate	CY 2017 Hourly Rate	CY 2018 Hourly Rate	CY 2019 Hourly Rate
Project Manager				
System Integrator				
System Integrator Assistant				
Students				

*Composite Skill Mix/General Labor Categories descriptions are provide in Attachment C and are suggested titles; prospective contractors can propose their own composite labor categories equivalent in skills and education to the categories listed above. Labor rates shall be fully burdened.

B.2 TYPE OF CONTRACT

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) task order contract.

B.3 PERIOD OF PERFORMANCE FOR PLACING ORDERS

The ordering period for this contract is ~~five years~~ from contract award through July 7, 2019. The contract period of performance for orders placed within the contract ordering period may extend for up to one year past the end of the ordering period if the Contracting Officer determines that performance cannot reasonably be deferred to any planned follow-on contract.

B.4 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES

The Government guarantees one or more orders issued within the contract period totaling a minimum value of \$10,000. The maximum dollar value of services ordered under this contract shall not exceed \$9,500,000. The orders placed under this contract will be applied to the minimum and maximum quantities as stated above.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractor shall, as standard services, provide dispensers and dispenser/CubeSat mass simulators and perform integration services; perform special task assignments and mission-unique services; and, as non-standard services, provide support for launch delays and perform de-integration services to meet the requirements set forth in Attachment A, Article J.1, entitled, "CubeSat Dispenser Hardware and Mission Integration Services."

C.2 CONTRACT DATA REQUIREMENTS LIST (CDRL)

- (a) The Contractor shall furnish all data identified and described in Attachment B, "Contract Data Requirements List (CDRL)."
- (b) The Government reserves the right to reasonably defer the date of delivery of any or all line items of data specified in the CDRL. Such right may be exercised at no increase in the contract amount. The Government also reserves the right to terminate or add to the requirement for any or all line items of data specified in the CDRL. In the event the Government exercises this latter right, the contract amount shall be subject to equitable adjustment.
- (c) To the extent that data required to be furnished by other provisions of this contract are also identified and described in the CDRL, compliance with the CDRL shall be accepted as compliance with such other provisions. In the event of conflict between the identity and description of data called for by specific provisions of this contract and the DRL, the DRL shall control the data to be furnished.
- (d) Nothing contained in this CDRL provision shall relieve the Contractor from furnishing data called for by, or under the authority of, other provisions of this contract which are not identified and described in the CDRL attached to this contract. Whenever such data are identified, either by the Contractor or the Government, they will be listed in the CDRL.
- (e) Except as otherwise provided in this contract, the cost of data to be furnished in response to the CDRL attached to this contract is included in the price of this contract.

SECTION D - PACKAGING AND MARKING

D.1 NFS 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)

- (a) The contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.
- (b) The contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.
- (c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INVOICE INSTRUCTIONS

The Government encourages, but does not require, contractors to use copies of the Material Inspection and Receiving Report (MIRR) as an invoice in lieu of a commercial form. If the MIRR is used as an invoice, four copies (or electronic invoice, if authorized) shall be prepared and forwarded to the payment office as follows:

- (a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 4 copies, an original and 3 copies (or electronic invoice, if authorized).
- (b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6, Material Inspection and Receiving Reports. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
- (c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

E.2 INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with FAR 52.212-4, Contract Terms and Conditions—Commercial Items. The Contractor shall comply with all Article J.1 Statement of Work requirements set forth in this contract. Final Government acceptance for flight hardware and integration services occurs upon completion of all services specified in individual task orders.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to the Section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP-WORK ORDER
52.247-34	NOV 1991	F.O.B. DESTINATION

F.2 EFFECTIVE ORDERING PERIOD

The effective ordering period of this contract shall be ~~for a period of five years~~ from the ~~effective~~ date of ~~the~~ contract award through July 7, 2019. Task Orders may be issued under this contract during this ordering period.

F.3 PLACE OF PERFORMANCE

This contract shall be performed at the contractor's facility and the appropriate launch sites, which may include the Cape Canaveral Air Force Station (CCAFS), FL; Vandenberg Air Force Base (VAFB), CA; Wallop's Island, VA; Kodiak, AK; Pacific Missile Range Facility (PMRF), HI; or other launch sites.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TASK ORDERING PROCEDURE

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of competitive task orders. The Government intends to award a task order to the Contractor who provides the best value that meets the Government's requirements. Such orders may be issued ~~for five years commencing with~~ from the date of contract award through July 7, 2019.
- (b) The Government will provide all multiple award Contractors a fair opportunity to be considered for task orders issued under this contract based upon the specific task order requirements, unless the Contracting Officer determines that one of the following apply:
- 1) The Agency need is of such urgency that competing the requirements among Contractors would result in unacceptable delays;
 - 2) Only one Contractor is capable of providing the service requested at the level of quality required because the service ordered is unique or highly specialized;
 - 3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order issued under the contract, provided that all Contractors were given a fair opportunity to be considered for the original order; or
 - 4) It is necessary to place an order to satisfy the minimum guarantee.
- (c) Unless otherwise agreed to by the Contracting Officer, it is mandatory for contract holders under multiple award contracts to respond in writing to each order for launch service requirements provided these requirements are identified in the schedule and do not conflict with the contract ordering limitations. In the event there arises legitimate reasons for an awardee not to submit a proposal for a particular launch service task order (e.g., limited capacity to perform, excessive performance capability), the Contracting Officer may waive the requirement for proposal submission.
- (d) The request for task order proposal (RFP) will provide any special instructions regarding the level of detail required in the RFP. The RFP will include a date and time for submission of the proposal, which will generally be due within thirty (30) calendar days from the date of the request.
- (e) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control. The Contractor, when submitting a proposal, shall indicate the proposal is compliant with the contract terms, statement of work, and the specific requirements contained in the task order RFP.
- (f) Pricing for all proposals shall not exceed the prices contained in the Schedule, although the Schedule prices can be adjusted downward by the Contractor for the specific launch service being proposed. Any Contractor proposed reduction will be applicable to the current task order only and will not be deemed as a permanent reduction of the prices contained in the Schedule. Any mission unique modifications not priced in the non-standard services must be separately identified and individually priced. The proposed launch service price, including

applicable priced non-standard services and mission uniques, shall be totaled for a single firm-fixed price for all efforts required under the order for that launch service.

- (g) If a proposal is not submitted by the date and time specified in the RFP, it will be treated as a late proposal in accordance with FAR 52.215-1, Instructions to Offerors – Competitive Acquisition.
- (h) The Contracting Officer will consider the following three factors prior to award of a task order:
 - 1) Technical capability/risk, including, but not limited to, the Contractor's ability to meet SOW and specific payload requirements, including launch period and launch date, as well as information gained through Government insight and approval activities;
 - 2) Reasonableness of proposed price, including any proposed quantity discounts; and
 - 3) Past performance, with emphasis given to the most recent and more relevant experience.
- (i) The Requests for Proposal shall state whether all evaluation factors other than cost or price, when combined, are—
 - 1) Significantly more important than cost or price;
 - 2) Approximately equal to cost or price; or
 - 3) Significantly less important than cost or price.
- (j) After a task order is issued, it may be necessary to add or remove non-standard services or mission via modification to the original task order. The only persons authorized to issue or modify task orders under this contract are the KSC Contracting Officers. Task orders will be issued in writing. The Contractor will acknowledge receipt and acceptance of the task order by signing the task order and returning it to the Contracting Officer. Each task order will include the following information:
 - 1) Date of the task order;
 - 2) Contract number and task order number;
 - 3) Statement of Work and any other documentation on which the price is based;
 - 4) Product or Service to be delivered;
 - 5) Task order price;
 - 6) Completion/delivery date; and
 - 7) Accounting and appropriation data.
- (k) Proposal preparation costs associated with responding to any RFPs under this contract that may or may not lead to an order must be treated as an indirect cost.
- (l) Upon award of a task order under this contract, the Government will release the total task order value to all other offerors who participated in the task order acquisition.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to the Section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
None Incorporated by Reference

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.223-70	APR 2002	Safety and Health
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY ALT 1
1852.225-70	FEB 2000	EXPORT LICENSES Insert in Paragraph (b): NASA KSC, NASA VAFB, and NASA Wallops
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.228-76	OCT 2012	CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES
1852.228-78	OCT 2012	CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION

H.2 KSC 52.223-121 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (JUL 08)

The contractor shall conduct training on and develop procedures for recognizing, managing and responding to incidents and threats of workplace violence as defined in NASA Policy Directive (NPD) 1600.3. Contractors shall also promptly report all incidents involving workplace violence to the Protective Services Office. If the NASA Workplace Violence Prevention and Response (WVPR) Team Chair and Co-Chair determine it is appropriate for the contractor to participate in a WVPR Team meeting, the contractor shall comply with the WVPR Team request. The contractor is also responsible for reporting disposition of the incident reported to the NASA WVPR Team.

This requirement shall flow down to the subcontractors; however, the subcontractors shall report up through the prime contractor.

(End of clause)

H.3 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (SEPT 2012)

The Contractor shall comply with the publications below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

The following compliance documents may be found at:

<http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>

KNPR 8715.2, Comprehensive Emergency Management Plan

KNPR 1600.1, KSC Security Procedural Requirements

KNPR 8500.1, KSC Environmental Management

KNPR 8715.3, KSC Safety Practices Procedural Requirements

Check if applicable:

- ☐ KNPD 1810.1 KSC Occupational Medicine Program
 - ☐ KNPR 1860.1 KSC Ionizing Radiation Protection Program
 - ☐ KNPR 1860.2 KSC Nonionizing Radiation Protection Program
 - ☐ KNPR 1820.3 KSC Hearing Loss Prevention Program
 - ☐ KNPR 1820.4 KSC Respiratory Protection Program
 - ☐ KNPR 1840.19 KSC Industrial Hygiene Programs
 - ☐ 45SWI40-201 45th Space Wing Instruction 40-201 Radiation Protection Program
 - ☐ KNPD 1800.2 KSC Hazard Communication Program
 - ☐ KNPR 1870.1 KSC Sanitation Program
 - ☐ KNPR 2570.1 KSC Radio Frequency Spectrum Management Procedural Requirements
 - ☐ KNPR 4000.1 Supply and Equipment System Manual
 - ☐ KNPR 6000.1 Transportation Support System
 - ☐ KNPR 8715.7 KSC Construction Contractor Safety and Health Practices Procedural Requirements
 - ☐ KNPR 8830.1 Facilities and Real Property Management Procedural Requirements
- (End of clause)

H.4 MILESTONE PERFORMANCE AND PAYMENT

A. DEFINITION

For purposes of this clause, the definition of "successful" means the Contracting Officer has determined that the Contractor has fully met all of the assigned milestones and required tasks in a timely manner.

B. PURPOSE AND AUTHORITY

Milestone payments are only applicable to CLIN ~~24-1044~~. The Contracting Officer will determine the performance payment based upon evaluation of the Contractor's performance at each milestone. This determination will be based upon the success criteria defined in Part C of this Article and data input from the Government technical team.

C. PROCEDURES

The Contracting Officer will authorize payment based upon how well the Contractor completes ~~sixfour~~ predefined milestones. The Contracting Officer may defer payment at any milestone when the Contractor has failed to meet the requirements of the milestone. The payment will only be deferred until that time when all requirements have been met. The ~~sixfour~~ milestones, associated criteria, and percentages are defined as follows:

Milestone	Description	Payment %
1	Acceptance of initial DRDs B1-11 and B1-12 submittals, and telecons/meeting minutes supported to date	7.5%
2	Completion of DRD B1-14 and telecons/meeting minutes supported to date	12.5%
3	Completion of DRD B1-13 and telecons/meeting minutes supported to date	12.5%
4	Completion of FCC licensing and telecons/meeting minutes supported to date	12.5%
5	Completion of DRDs B1-15 and B1-16 and telecons/meeting minutes supported to date	15%
6	Completion of DRD B1-17 and telecons/meeting minutes supported to date	10%

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to the Section are hereby incorporated by reference.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.203-16	DEC 2011	Preventing Personal Conflict of Interest
52.204-4	MAY 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.204-13	JUL 2013	System for Award Management Maintenance
52.212-4	SEP 2013	Contract Terms and Conditions – Commercial Items
52.215-8	OCT 1997	Order of Precedence – Uniform Contract Format
<u>52.227-14</u>	<u>MAY 2014</u>	<u>Rights in Data – General</u>
<u>Alt II</u>	<u>DEC 2007</u>	<u>Limited Rights Notice</u>
		<u>(a) These data are submitted with limited rights under Government Contract No. TBD. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:</u>
		<u>[Agencies may list additional purposes as set forth in 27.404-2(c)(1) or if none, so state.]</u>
		<u>(i) Use (except for manufacture) by support service contractors.</u>
		<u>(ii) Reserved.</u>
		<u>(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.</u>
		<u>(iv) Emergency repair or overhaul work.</u>
		<u>(v) Reserved.</u>
		<u>(b) This notice shall be marked on any reproduction of these data, in whole or in part.</u>
52.232-18	APR 1984	Availability of Funds
<u>52.245-1</u>	<u>APR 2012</u>	<u>Government Property</u>
<u>52.246-11</u>	<u>FEB 1999</u>	<u>Higher-Level Contract Quality Requirement</u>

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

CLAUSE NUMBER	DATE	TITLE
1852.215-84	NOV 2011	OMBUDSMAN Insert paragraph (b) Kelvin Manning, Kennedy Space Center, Code AA-B, Kennedy Space Center, FL 32899, Telephone number 321-867-7246, fax 321-867-8807, email Kelvin.M.Manning@nasa.gov
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION

I.2 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (~~OCT~~SEP 2015~~3~~)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

~~___ (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).~~

~~___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).~~

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer checked as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (~~Oct~~Apr 2015~~9~~) (~~Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 3509251 note))~~).

~~___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (OctJune 2015~~9~~) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)~~

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

~~___ (5) [Reserved] 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).~~

~~___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).~~

X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X ~~(86)~~ [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (~~OctAug~~ 201~~53~~) (31 U.S.C. 6101 note).

X ~~(97)~~ [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

X ~~(108) 52.209-10, [Reserved] Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).~~

 ~~(119)~~ [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

 ~~(ii) Alternate I (Nov 2011) of 52.219-3.~~

 ~~(102)~~ [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (~~OCTJAN~~ 201~~44~~) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

 ~~(ii) Alternate I (Jan 2011) of 52.219-4.~~

 ~~(134)~~ [Reserved]

X ~~(142)~~(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

 (ii) Alternate I (Nov 2011).

 (iii) Alternate II (Nov 2011).

 ~~(153)~~(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

 (ii) Alternate I (Oct 1995) of [52.219-7](#).

 (iii) Alternate II (Mar 2004) of [52.219-7](#).

X ~~(164)~~ [52.219-8](#), Utilization of Small Business Concerns (~~OctJul~~ 201~~43~~) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

 ~~(175)~~(i) [52.219-9](#), Small Business Subcontracting Plan (~~OctJul~~ 201~~53~~) ([15 U.S.C. 637\(d\)\(4\)](#)).

 (ii) Alternate I (Oct 2001) of [52.219-9](#).

 (iii) Alternate II (Oct 2001) of [52.219-9](#).

 (iv) Alternate III (~~OctJul~~ 201~~50~~) of [52.219-9](#).

 ~~(186)~~ [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).

 ~~(197)~~ [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

 ~~(2048)~~ [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

 ~~(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).~~

 ~~(ii) Alternate I (June 2003) of 52.219-23.~~

~~— (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).~~

~~— (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).~~

— (212) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

X (223) 52.219-28, Post Award Small Business Program Representation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

— (234) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).

— (245) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).

X (256) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (276) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (~~JanMar~~ 20142) (E.O. 13126).

X (278) 52.222-21, Prohibition of Segregated Facilities (~~AprFeb 2015~~1999).

X (289) 52.222-26, Equal Opportunity (~~AprMar 2015~~07) (E.O. 11246).

X (2930) 52.222-35, Equal Opportunity for Veterans (~~OctSep 2010~~05)([38 U.S.C. 4212](#)).

X (304) 52.222-36, Affirmative Action for Workers with Disabilities (~~JulyOct 2014~~09) ([29 U.S.C. 793](#)).

X (312) 52.222-37, Employment Reports on Veterans (~~OCTSEP 2015~~09) ([38 U.S.C. 4212](#)).

X (323) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 ([22 U.S.C. chapter 78](#) and E.O. 13627).

— (34) 52.222-54, Employment Eligibility Verification (~~OCTJUL 2015~~2). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

— (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (ii) Alternate I (May 2008) of [52.223-9 \(\[42 U.S.C. 6962\\(i\\)\\(2\\)\\(C\\)\]\(#\)\)](#). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O. 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-13.

(37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014)(E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

- (386) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (397)(i) [52.223-16](#), ~~Acquisition of EPEAT®-Registered Personal Computer Products~~ ~~IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products-~~ (OCTDEC 201507) (E.O. 13423 and 13514).
- (ii) Alternate I (JUNDEC 201407) of [52.223-16](#).
- _X_ (4038) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- _X_ (4139) [52.225-1](#), Buy American Act—Supplies (~~MayFeb~~ 201409) ([41 U.S.C. chapter 8310a-10d](#)).
- (420)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (~~MayNov~~ 20142) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (Mar 20142) of [52.225-3](#).
- (iii) Alternate II (Mar 20142) of [52.225-3](#).
- (iv) Alternate III (Nov 20142) of [52.225-3](#).
- (434) [52.225-5](#), Trade Agreements (~~NOVSEPT~~ 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- _X_ (442) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (453) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (464) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (475) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (486) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (497) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- _X_ (5048) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (5149) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (520) [52.232-36](#), Payment by Third Party (~~MayJul~~ 20143) ([31 U.S.C. 3332](#)).
- (534) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (542)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

— ~~(24)~~ 52.222-41, Service Contract Act of 1965 (~~MayNov~~ 201407) (41 U.S.C. chapter 67351, et seq.).

— ~~(32)~~ 52.222-42, Statement of Equivalent Rates for Federal Hires (May 20141989) (29 U.S.C. 206 and 41 U.S.C. chapter 67351, et seq.).

— ~~(43)~~ 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards Act—Price Adjustment (Multiple Year and Option Contracts) (~~MaySep~~ 201409) (29 U.S.C. 206 and 41 U.S.C. chapter 67351, et seq.).

— ~~(54)~~ 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards Act—Price Adjustment (~~MaySep~~ 201409) (29 U.S.C. 206 and 41 U.S.C. chapter 67351, et seq.).

— ~~(65)~~ 52.222-51, Exemption from Application of the Service Contract Labor Standards Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (~~MayNov~~ 201407) (41 U.S.C. chapter 67351, et seq.).

— ~~(76)~~ 52.222-53, Exemption from Application of the Service Contract Labor Standards Act to Contracts for Certain Services—Requirements (~~MayFeb~~ 201409) (41 U.S.C. chapter 67351, et seq.).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

~~(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).~~

— ~~(98)~~ 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (~~MayMar~~ 201409) (42 U.S.C. 1792Pub. L. 110-247).

— ~~(109)~~ 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause

or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (~~OctApr~~ 2015~~50~~) (~~Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 3509251 note)~~).

(ii) 52.219-8, Utilization of Small Business Concerns (~~OctJul~~ 2014~~43~~) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$~~760~~50,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (~~MAYJAN~~ 2013~~34~~) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(iv) 52.222-26, Equal Opportunity (~~AprMar~~ 2015~~07~~) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (~~OctSep~~ 2015~~50~~) (38 U.S.C. 4212).

(vii) 52.222-36, Affirmative Action for Workers with Disabilities (~~JulOct~~ 2014~~40~~) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xviii) 52.222-41, Service Contract Labor Standards Act of 1965 (~~MayNov~~ 2014~~07~~) (41 U.S.C. chapter 67351, et seq.).

(xi) (A) 52.222-50, Combating Trafficking in Persons (~~MarFeb~~ 2015~~09~~) (22 U.S.C. chapter 78 and E.O. 13627-7104(g)).

(B) Alternate I (MarAug 2015~~07~~) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627-7104(g)).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (~~MayNov~~ 2014~~07~~) (41 U.S.C. chapter 67351, et seq.).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards Act to Contracts for Certain Services-Requirements (~~MayFeb~~ 2014~~09~~) (41 U.S.C. chapter 67351, et seq.).

(xvi) 52.222-54, Employment Eligibility Verification (~~OCTJUL~~ 2015~~52~~) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I.3 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from KSC OP-LS Contracting Officer through contract end date.
- (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.
- (c) If mailed, a task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of \$750,000;
 - (2) Any order for a combination of items in excess of \$2,500,000, or
 - (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

- (d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after ~~July 7~~December 31, 2020.

(End of clause)

I.6 ON-RAMP

- (a) The purpose of the IDIQ On-Ramp is to create an opportunity for qualified new, emerging CubeSat dispenser and integration services providers and for incumbent CubeSat dispenser and integration services providers to introduce CubeSat dispensers and integration services not available at the time of the award of the initial contract and to compete for additional requirements not identified as firm or option requirements under the basic contract. The intent of the On-Ramp is to foster competition for future requirements for CubeSat dispenser and integration services.

The minimum IDIQ On-Ramp qualification criteria require that hardware and services must comply with all the conditions and requirements of the contract Statement of Work (SOW).

- (b) The parties mutually agree that the original solicitation, as revised, shall remain open during the life of this contract and that, at any time, the Government may award additional contracts for IDIQ requirements. Each October during the life of this contract, or at any other time established via synopsis, the Government will ~~accept~~request proposals from new CubeSat dispenser and integration services providers for IDIQ contracts and proposals from existing

IDIQ contractors for additional CubeSat dispenser and integration services. If the Government issues a solicitation notice, new providers and current IDIQ contractors will be allowed to submit proposals within the notice's stated response time.

The minimum contract requirements (as revised), the technical acceptability standards, evaluation factors, solicitation terms and conditions, price reasonableness, and basis for award shall remain in full force and effect for each new proposal. Upon award of each additional contract, the Government shall notify all present Contractors of the award, and the new Contractor shall thenceforth be eligible to compete with all present Contractors for the award of IDIQ task orders.

(c) Expansion of Performance Capabilities

NASA reserves the right to consider, in the future, expansion of the performance capabilities covered by the IDIQ portion of this contract, by properly soliciting offers from all interested sources capable of meeting the requirements in the expanded performance capabilities.

(d) The minimum order amount for IDIQ contracts awarded in accordance with this On-Ramp Clause is \$10,000.

I.7 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010)

A. Identification of Employees

1. Badging

- i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel (e.g. administrative, technical, Architect and Engineering, supervisory, construction crafts, etc.) who require access into KSC or Cape Canaveral Air Force Station (CCAFS). The contractor shall require each employee, and each subcontractor employee who require access to KSC or CCAFS to obtain identification badges, and special controlled area access badges, as necessary. Identification and badging of employees must be completed prior to issuance of a Notice to Proceed by the Contracting Officer, if applicable, or commencement of activities by unbadged employees.
- ii. Prior to proceeding with performance, the contractor shall submit the following information to the contracting officer, who will certify it and pass the information on to the Badging office:
 - a. Contract number and location of work site(s);
 - b. Contract commencement and completion dates;
 - c. Status as prime or subcontractor; and,
 - d. Name of the Contractor designated security/badging official. (Designated badging officials must receive a badging briefing, identifying badging requirements/restrictions, prior to being authorized as badging officials.)
- iii. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed at all times while on KSC or CCAFS property, unless wearing the badge creates a safety hazard. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately deliver such employee's identification and access badge(s) to the Security Badging office, either at a Pass and Identification Station (PIDS) or in the Visitor Records Center, Room 1470,

KSC Headquarters Building. NASA Identification badges remain the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.

- iv. To ensure timely and efficient issuance of identification and special access badges to contractor personnel, immediately after contract award but prior to notice to proceed or work on-site, the contractor shall designate in writing to the Contracting Officer a security/badging official for the contract/contractor. Concurrently, the designated security/badging official shall submit to the Contracting Officer a KSC Form 20-162 (Request for KSC Picture Badge) for each employee requiring access to KSC or CCAFS. This is the minimum paperwork required for each employee (and subcontractor employee) for issuance of identification badges only.

2. Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24 Compliance

- i. In compliance with Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24, all persons who will have access to government controlled facilities or access to a Federal information system for a period of in excess of 180 days must have a favorably completed National Agency Check with Written Inquiries (NACI). To accomplish this, the forms listed below need to be submitted to the Personnel Security Support Office, Room 1503, KSC Headquarters Building. FIPS Pub 201 requires identification verification be accomplished by the applicant (person to be badged) providing two items of identification listed in Department of Homeland Security (DHS) Form I-9.
 - a. KSC Form 20 - 87, NASA PRP Investigation and Qualification Data Request;
 - b. FD Form 258, Fingerprint Card
 - c. Standard Form 85, Questionnaire for Non-Sensitive Positions; and,
 - d. Optional Form 306, Declaration for Federal Position Employment.

B. Badging Restrictions/Categories

1. White Temporary Pass (WTP). Under current KSC security restrictions, an "Unescorted" White Temporary Pass (WTP) is required for unescorted entry through the KSC perimeter gates. (Permanent picture badges are no longer required.) The Contractor's designated security/badging official is authorized to request issuance of WTPs (or consent to retain existing WTPs) for those individuals that he/she can "vouch" for, based upon verification of U.S. citizenship and demonstrated work history. The contractor security/badging official is responsible for ensuring the integrity of this system, will be held accountable for issuance of a WTP to any unauthorized individual, and is responsible for the behavior of anyone for whom s/he authorizes a badge.
2. Pink Temporary Pass (PTP) Any individual for whom the designated security/badging official cannot "vouch" in accordance with the above criteria will be issued a "To Be Escorted" Pink Temporary Pass (PTP). All persons with PTPs, including vendors, must be signed in at the perimeter gate and escorted to and from the job site. The escort must maintain visual contact with their escortee(s) at all times and shall escort them off KSC property at the conclusion of their on-site work.

3. Green Temporary Pass (GTP). Persons who are not a United States citizen or are an employee of a foreign government, company, or other foreign entity must be so identified by being issued a green temporary pass. Each such employee must obtain individual prior approval for entry from the KSC International Visits Coordinator (IVC) in the NASA Protective Services Office (TA-G).
4. Access to Controlled Areas within KSC.
 - i. Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a security officer or a monitoring device. Access into such areas is classified as either "escorted" or "unescorted" access. For unescorted access into these areas, for each employee, the contractor must submit to the Contracting Officer Technical Representative (COTR), in addition to the NACI forms listed above in paragraph A.3.a-d, a NASA Form 1730, Request for Unescorted Access/Personnel Reliability Program.
 - ii. The NASA Protective Services Office, or its designee, the Personnel Security Support Office (PSSO), will determine whether the person is eligible for unescorted access within 14 working days after the receipt of the properly completed forms and so inform the COTR. The COTR will notify the contractor of the NASA Protective Services Office's approval/disapproval. Access to controlled areas is granted when the requisite safety training has been successfully completed.
 - iii. All contractor employees utilized on the job site will not require unescorted access. However, it is the contractor's responsibility to designate and submit the required information on a sufficient number to provide escort service to those not cleared for unescorted access. The contractor escort will be required to meet the work crew at the security area gate at the beginning of the Contractor's workday/shift and escort them as a group to the job site. The escort will keep the crews within site until they are escorted back to the area gate at the end of the workday. No authorized personnel will leave the immediate work area without an appropriately badged escort.
 - iv. The Government will provide, at no cost to the contractor, investigative services for a designated number of employees/workers escorts. If, through attrition or personnel turnover, the contractor requires additional employees to be investigated for unescorted access, the contract price shall be reduced by \$100.00 per person in excess of the designated number. If, because of varying mobilization approaches, the contractor desires unescorted access for more than the stated quantity, the contractor may request additional clearances at a reduction in contract price of \$100.00 per person.
 - v. The prime contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access. The Government will not provide escort service under this contract. The contractor shall be responsible for all delays and costs caused by its failure to provide for unescorted access. All requests for unescorted access by subcontractors will be submitted through the prime contractor to the COTR for processing by the NASA Protective Services Office, or its designee, the PSSO.
 - vi. One or more on-site training classes may be required for admittance to the work area

and for inclusion on the Job Site Access List for Controlled-access Areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR. The Contractor shall maintain a record of employees receiving the training.

- vii. This project is to be performed in a limited access area. The designated number of employees for whom interim unescorted access investigations will be performed at no cost to the contractor is zero (0).

(End of clause)

I.8 NFS 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 1803.09 of the NASA FAR Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1	STATEMENT OF WORK (Attachment A).....	7 PAGES
J.2	DATA REQUIREMENTS LIST (Attachment B).....	7 PAGES
J.3	LABOR SKILLS DESCRIPTION (Attachment C).....	1 PAGE
J.4	SOW REFERENCE/CLIN CORRELATION (Attachment D).....	1 PAGE
J.5	<u>PRESENT/PAST PERFORMANCE QUESTIONNAIRE (Attachment E).....</u>	<u>7 PAGES</u>

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Submittal of Representations and Certifications is not required for existing CubeSat dispenser hardware and integration service providers as Representations and Certifications for existing providers were evaluated before award of the current CubeSat dispenser hardware and integration services contracts.

K.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract provisions pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

PROVISION

NUMBER DATE TITLE

52.209-2 ~~DEC~~~~MAY~~ 201~~44~~ Prohibition on Contracting with Inverted Domestic Corporations – Representation

52.225-25 ~~OCT~~~~DEC~~ 201~~52~~ Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification

K.2 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (~~OCT~~~~AUG~~ 201~~53~~) Alternate I (OCT 2014)

~~The~~~~An~~ Offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If ~~the~~~~an~~ Offeror has not completed the annual representations and certifications electronically ~~at the System for Award Management (SAM) website~~, the Offeror shall complete only paragraphs (c) through ~~(p)~~ of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

~~“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.~~

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) ~~PF~~FSC 5510, Lumber and Related Basic Wood Materials;
- (2) ~~Product or Service~~Federal Supply Group (~~PF~~FSG) 87, Agricultural Supplies;
- (3) ~~PF~~FSG 88, Live Animals;
- (4) ~~PF~~FSG 89, ~~Subsistence~~Food and Related Consumables;
- (5) ~~PF~~FSC 9410, Crude Grades of Plant Materials;
- (6) ~~PF~~FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) ~~PF~~FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) ~~PF~~FSC 9610, Ores;
- (9) ~~PF~~FSC 9620, Minerals, Natural and Synthetic; and
- (10) ~~PF~~FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (pe) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it is ☐, is not ☐ a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB

concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

~~(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]~~

~~(i) General. The offeror represents that either—~~

~~(A) It [] is, [] is not certified by the Small Business Administration as a small-disadvantaged business concern and identified, on the date of this representation, as a certified small-disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or~~

~~(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.~~

~~(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]~~

~~(11)~~ *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(104)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), *Buy American Act—Free Trade Agreements—Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [] Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror [] does [] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract ~~Labor Standards Act~~ wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)\(3\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent*.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____.
TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) ~~Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4. Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.~~

(2) *Representation*. By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(End of provision)

Alternate I (~~Oct~~~~Apr~~ 2014~~1~~). As prescribed in 12.301(b)(2), add the following paragraph (c)(1~~2~~) to the basic provision:

(1~~2~~) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) ~~or (c)(10)~~ of this provision.)

[The offeror shall check the category in which its ownership falls]:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, ~~U.S. Trust Territory of the Pacific Islands~~ (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(End of ~~clause~~~~provision~~)

K.3 NFS 1852.209-76 REPRESENTATION BY ENTITIES ON RESTRICTIONS OF WHISTLEBLOWING (DEVIATION APRIL 2015)

(a) In accordance with sections 743 of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, none of the funds appropriated or otherwise made available by this Act or any other Act may be available for obligation on a contract with an entity that —

(1) Requires employees or contractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing nondisclosure of classified information.

(b) The offeror represents that —

It does [] does not [] require its contractors or its employees to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract provisions pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

PROVISION

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
---------------	-------------	--------------

52.204-6	JUL 2013	Data Universal Numbering System (Duns) Number
52.204-7	JUL 2013	System for Award Management
52.211-14	APR 2008	Notice Of Priority Rating For National Defense Use
52.212-1	OCT JUL 201 5 3	Insert Fill-In: DO-C9 In Blank- Instructions To Offerors - Commercial Items
52.216-27	OCT 1995	Single or Multiple Awards
52.229-3	FEB 2013	Federal, State, and Local Taxes

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

PROVISION

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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1852.233-70	OCT 2002	Protests to NASA
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L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed-Price Indefinite-Delivery/ Indefinite-Quantity contract resulting from this solicitation.

L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

NASA/Kennedy Space Center
ATTN: Erik Whitehill~~Jennifer Dorsey~~, Contracting Officer
Mail Code: OP-LS
Kennedy Space Center, FL 32899

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of clause)

L.4 PROPOSAL INSTRUCTIONS

A. Objective of Procurement

By providing the instructions set forth below, it is NASA's intent to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements of the SOW and contract schedule, and to permit an evaluation of the Offeror's proposal. NASA is soliciting and evaluating proposals from Offerors that are capable of performing standard services, special task assignments, and mission-unique services. The Government may elect to award more than one contract. Each October during the life of this contract, or any other time established via synopsis, NASA will ~~request~~solicit proposals from new CubeSat dispenser and integration services providers and proposals from existing CubeSat dispenser and integration services IDIQ Contractors for additional hardware and services.

B. General

The Offeror must complete and submit all representations and certifications under Section K, and shall submit certification of complying with a higher-level quality requirement (ISO 9001).

Terms and Conditions:

The solicitation, which includes Attachments J-1, J-2, J-3, and J-4, ~~and M-1~~, contains essentially the contract terms and conditions that will be in the resulting contract. The degree of acceptance of these terms, conditions, and clauses will be considered in the evaluation of the Offeror's proposal. The Offeror shall indicate any Articles or clauses which the Offeror is unwilling or unable to accept, state reasons for the objections, and propose alternatives as appropriate. If stated elsewhere in the proposal, a referral shall be made or the exception and explanation shall be restated in this part of the proposal. If an exception to the terms and conditions is taken, the Offeror shall indicate what the cost impact to the dispenser system will be for compliance with the contract terms and conditions as stated in this solicitation. The Offeror shall include sufficient rationale to enable the Government to determine the reasonableness of the proposed dollar amounts. Impacts to risk transferred to the Government as a result of the Offeror's deviation or exception to terms and conditions will be considered in determining the Offeror's technical acceptability.

In the absence of any objections to articles or clauses, the Offeror shall include a statement of acceptance in the proposal.

Proposal Format:

Offerors shall submit one original plus 7 copies of proposals, each in a separate 3 ring binder with tabbed sections for technical, price, past performance, and model contract. In addition, the Offeror shall submit 2 signed originals of the SF 1449. The Offeror's proposal shall be signed by an official authorized to bind the company. The maximum estimated value of \$9,500,000 for this IDIQ contract is to be provided on the Standard Form 1449 (SF 1449). Completed representations and certifications, higher-level quality requirement certification (ISO 9001), and the Safety and Health Plan shall be included in the model contract section.

Only the number of pages shown in the following table will be evaluated. Any pages in excess of the maximum number will be removed from the proposal without being evaluated and will be returned to the Offeror. No material may be incorporated by reference. A cover sheet shall be

included on each binder, clearly marked with date of offer, volume number, title, copy number, RFP identification and the offeror's name. A suitable table of contents (excluded from the page limitations) shall be provided with each binder. All pages in each volume shall be numbered sequentially. Offerors shall tab each subsection within each volume for ease of reference. The page limitations apply separately to the initial proposal and, if requested, to the final proposal revision.

Proposal Section		NO. OF COPIES	PAGE LIMIT
1	Technical Acceptability	1 orig + 74 copies	30
2	Pricing	1 orig + 74 copies	No limit
3	Past Performance	1 orig + 74 copies	10
4	Model Contract (not including Section A)	1 orig + 74 copies	No Limit
4	SF 1449 [Section A]	2 originals	No Limit

The proposal text shall be printed on 8 1/2" x 11" paper with at least 3/4" margins on all sides. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Except for the Price Proposal, all volumes must be prepared and submitted using a type-size no smaller than a 12 point font (within figures and graphics, a legible type size shall be used). The text shall be printed on both sides of the sheet and each side of the sheet, tab, or divider containing proposal material will be counted as a page. Printed pages and illustrations shall be legible and no larger than 11" x 17" foldouts as appropriate for the subject matter. Foldouts are considered part of the page limitations and shall have text printed on one side only. Each side (text and blank side) shall be numbered and each foldout page shall count as two pages. All pages must be numbered.

Title pages and tables of contents are excluded from the page counts specified above. In addition, the Pricing section of your proposal is not page limited. However, this section is to be strictly limited to price information.

Information which can be construed as belonging in the Technical section will be so construed, added to the end of that volume and counted against that volume's page limitation. Offerors may reference another section in the proposal rather than copy the information in both locations; however, consistency in the logical flow of the subject matter shall be maintained.

Two copies of the technical and pricing data are to be provided in electronic format on IBM compatible CD-ROM. Each CD-ROM provided is to have an external label indicating the name of the Offeror, RFP number, and a list of the files contained on the disk. Documents should be delivered in MS Word 2003 or greater format or .PDF format compatible with Microsoft Office Windows 2000 Professional. The Offeror shall provide at least one copy of the Model Contract text in MS Word 2003 or greater format. Price proposal shall be submitted in Excel 2003 or greater format. Pictures, drawings, or figures, not embedded in the body of the document, should be delivered in .jpg, .gif, or .bmp format. In the event of a discrepancy between the electronic format and the hardcopy, the hardcopy will be considered the intended text.

B.1 Additional Instructions for Existing CubeSat Dispenser Hardware and Integration Services Contractors

The following instructions pertain to existing Contractors:

A Past Performance Volume does not need to be submitted as part of the existing Contractor's on-ramp proposal.

A Technical Volume is required for proposed additional CubeSat dispenser hardware and integration services.

Changes to terms and conditions identified in this solicitation (Sections A through J) are not applicable to existing Contractors, except for Section I, Clause I.9, NFS 1852.203-71.

Changes identified in all Section L and M are applicable to existing Contractors.

The following documents are not required to be submitted unless those documents need to be updated as a result of the proposal of new CubeSat dispenser(s): (1) Statement of Work (Attachment A); (2) Data Requirements List (Attachment B) (3) Labor Skills Description (Attachment C); (4) SOW Reference/CLIN Correlation (Attachment D); and (5) Safety and Health Plan.

Existing Contractors are not required to submit pricing and other existing contract data for CubeSat dispenser(s) and integration services pricing already on contract. Existing Contractors proposing new dispenser(s) shall provide pricing and quantity discounts. Existing Contractors may only propose pricing for standard services (CLIN 2) and non-standard services (CLIN 3) if additional dispensers are proposed and the associated service NTEs change as a result of successful on-ramp. Revisions to existing pricing are not permitted.

Existing Contractors may submit change pages to their existing Contract in lieu of a full Model Contract. Any changes that take exception to required terms and conditions in the contract may render the proposal as “unacceptable.”

Page Numbering: If change pages to the model contract increase the content of an existing page to the extent that another page is required, the content of the page that “spills over” to the next page shall be put on a new page and the existing subsequent page numbers shall not be disturbed. Pages added to accommodate a “spill over” shall be numbered using a numeric decimal system (i.e., XX.1, XX.2, etc.). If content is deleted from a page, the page shall be retained in the contract as a blank page with the notation, “This page intentionally left blank.” When the content of several sequential pages is removed, a single page can be retained which identifies all the sequentially numbered pages as “Intentionally Blank”. Blank pages shall be added (if necessary) and numbered using the same format specified above to keep existing pages in the original front-to-back orientation. Tables or Figures that are deleted shall be labeled as “Reserved” and the existing content shall be removed. A new number shall be used for Tables and Figures that are added.

C. Proposal Content

Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the Government to conduct a fair and uniform evaluation of proposals in accordance with the evaluation factors and sub-factors provided in section M. The items listed are not all-inclusive, and offerors should include in their proposals any further

discussion that they believe to be necessary or useful in demonstrating their ability to understand and perform the work under the contemplated contract.

Proposals will be evaluated on the completeness and quality of the information provided to demonstrate the offeror's qualifications in terms of experience, capability, and proposed approaches to meet all of the requirements of the SOW. Proposals that are unrealistic in terms of technical maturity, ~~or~~ understanding, ~~or price~~ may be considered indicative of a lack of understanding of the solicitation requirements.

The Offeror shall state if the use of a subcontractor(s) is anticipated to meet the requirements of the proposed contract; their relationships during the effort shall be explained and the subcontractor(s) proposed contributions to the work shall be identified and integrated into each part of the proposal, as appropriate. The Offeror shall provide information sufficient to demonstrate that the subcontractor(s) is a responsible contractor/party/entity.

The Offeror shall provide documentation relating to any teaming agreements or partnerships with dispenser manufactures, if applicable.

Pricing Section:

Offerors shall complete Table B-1 for individual NTE prices proposed for supplies and services under CLINs 1-3 and 5 for Calendar Years 20164 through 20198. The Offeror may propose more than one type of 3U and/or 6U dispenser; the Offeror must specify, and provide pricing for, each proposed dispenser in Table B-1 of their model contract. Offerors shall also complete Table B-2 for CLIN 4 Special Task Assignments fully-burdened, firm-fixed-price hourly labor rates for Calendar Years 20164 through 20198. The proposal must contain adequate detail and supporting documentation to allow the Government to determine the reasonableness of price.

The Government encourages and solicits quantity discounts. If such discounts are available, please provide the appropriate information in your proposal.

In accordance with NFS 1815.403-3 Certified cost and pricing data is not required.

Technical Section:

Generally, the proposal should demonstrate an understanding of the overall and specific requirements of the proposed contract. Offerors shall provide a detailed description of their proposed capabilities, details of integration implementation, the resources necessary to plan and implement required integration tasks, and any inherent risks associated with the objectives of this procurement.

The proposal should describe the offeror's technical and management approach to the requirements of the work to be performed, without simply mirroring the content of the Statement of Work. Stating that the Offeror understands and complies with this effort, or paraphrasing the statements in the RFP or parts thereof, is considered inadequate. Phrases such as "Standard procedures will be employed" and "well-known techniques will be used" are considered inadequate.

The offeror's proposal shall provide the detail necessary to substantiate their approach, and include a description of the dispenser capabilities and any specific methods, procedures, and/or tools that would be implemented in the performance of the contract. Offerors shall identify any technical, scheduling, performance, or financial risks associated with their proposals, and concisely describe how they will resolve or mitigate the identified risks.

The technical proposal shall be numbered to correspond with the section the Offeror is proposing to in the SOW.

Past Performance Section:

The Offeror shall provide information on organizations and companies for which an Offeror and subcontractor(s) have previously performed work that is relative to this requirement in order for the Government to obtain performance appraisals.

(a) Contract Past Performance, History, and Experience (New Offerors Only)

- 1) The Offeror shall provide a narrative description of relevant past experience. The Offeror shall provide a listing of 3 previous or existing commercial and/or governmental contracts, including contract number, contract type, and original and present/final total contract value. A listing of customers' names, addresses and phone numbers shall be provided with the proposal.
- 2) The Offeror shall discuss its ability to manage price increases and contract changes as experienced in recent contracts. Summarize the major contract changes and value associated with the change.
- 3) The Offeror shall discuss its ability to meet requirements and perform without impacts to receiving milestone payments on-time. Include any delayed payments due to missed milestones or inadequate performance and the remedial action taken.
- 4) The Offeror shall discuss its experience and history of design, fabrication, test and launch of dispensers, and its ability to perform tasks associated with dispensers and mission integration. History of meeting technical requirements and performance standards should be discussed as well as how processes have evolved to correct problems and incorporated lessons learned. The Offeror should provide examples of how significant technical problems were identified and resolved.

(a.1) Contract Past Performance, History, and Experience (Existing Offerors)

- 1) Existing Offerors do not need to provide the past performance information as required above. The Government will evaluate the past 3 years of the Contractor's past performance evaluations under the CubeSat Dispenser Hardware and Integration Services contract and other contracts.

(b) Quality of Services and Customer Support

The Offeror shall discuss the quality of its services and its ability to provide a high level of satisfaction to its customers as it pertains to its history as a Dispenser and Mission Integration Service Provider. Examples of how the Offeror used customer feedback in its Lessons Learned process should be cited. If data exists on customer satisfaction, these data should be cited.

The Contractor shall complete Attachment E Past Performance Evaluation forms.

NOTE: Offerors are not required to submit evaluations if referenced contract's past performance information is available in the Contractor Performance Assessment Reporting System (CPARS) or in the Federal Awardee Performance and Integrity Information System (FAPIS).

The Offeror shall instruct each of its references to return the evaluation directly to the Contracting Officer prior to the proposal due date indicated on the solicitation's cover page (SF 1449) in a sealed envelope, by fax, or e-mail as identified below:

NASA Kennedy Space Center
Attn: ~~Erik Whitehill~~~~Jennifer Dorsey~~, Contracting Officer
Mail Stop OP-LS, Kennedy Space Center, FL 32899
Fax (321) 867-4848, email ~~Erik.C.Whitehill@nasa.gov~~~~jennifer.l.dorsey@nasa.gov~~

It is the Offeror's responsibility to ensure that its references deliver the evaluations to NASA by the required time and date.

In accordance with FAR 15.305(a)(2)(iv), an Offeror without a record of relevant past performance, or for whom information on past performance is not available, may not be evaluated favorably or unfavorably on past performance.

L.5 PROPOSAL DUE DATE

All offers shall be delivered by 12:00 PM (noon) Eastern Time on ~~December 11~~~~January 24~~, 201~~5~~~~4~~.

L.6 DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS

All proposals shall be delivered to:

NASA Kennedy Space Center
Attn: ~~Erik Whitehill~~~~Jennifer Dorsey~~, Contracting Officer
Mail Code: OP-LS
Kennedy Space Center, FL 32899

Late offers/bids will be processed in accordance with FAR 52.212-1, "Instructions to Offerors – Commercial Items."

L.7 COMMUNICATIONS AND REQUESTS FOR INFORMATION

(a) Any communication in reference to this solicitation shall cite the solicitation number and be directed to the following Government representative:

NAME: ~~Erik Whitehill~~~~Jennifer Dorsey~~
Contracting Officer

ADDRESS: NASA Kennedy Space Center
Mail Code: OP-LS
Kennedy Space Center, FL 32899

PHONE: (321) 867-~~55043307~~; FAX: (321) 867-4848;
EMAIL: ~~Erik.C.Whitehill@nasa.gov~~~~Jennifer.L.Dorsey@nasa.gov~~

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

- (b) Questions or comments should be submitted by close of business ~~November 20~~
~~27, 2015~~December 23, 2015 to allow for analysis and dissemination of responses in advance of proposal due dates.
- (c) Questions or comments shall not be directed to the technical activity personnel.

L.8 PROPOSAL PREPARATION COSTS

All Proposal preparation costs associated with responding to this RFP are not directly chargeable and are borne by the Contractor~~must be treated as an indirect cost.~~

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS

Proposals will be evaluated in accordance with FAR 52.212-2, Evaluation-Commercial Items (JAN 1999).

The proposal will be evaluated for management and technical excellence, past performance, compliance with solicitation requirements, as well as price.

All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

The Government will award an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract for CubeSat dispensers, integration services, and task assignments resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforms to the solicitation, price and other factors considered.

The following factors, stated in descending order of importance, shall be used to evaluate offers:

- (1) Price
- (2) Technical Acceptability
 - (i) Management Approach
 - (ii) Technical Approach
 - (iii) Compliance with Solicitation Requirements
- (3) Past Performance

M.2 EVALUATION CRITERIA

Paragraph (d) applies only to existing contract holders seeking to add new CubeSat dispenser(s) and integration services to their existing contracts. All remaining paragraphs of this Attachment apply to all offerors to the extent and in the manner specified herein.

(a) Price Evaluation

The price evaluation factor is used to assess what each Offeror's proposal will cost the Government should it be selected for award. The proposal will be evaluated using appropriate price analysis techniques in accordance with FAR Subpart 15.4 to determine if the Offeror's proposed prices are reasonable and consistent with the types, quantities, qualities and performance/delivery schedules of all products and/or services described in the technical proposal.

(b) Technical Evaluation

- 1) The Technical Acceptability factor evaluates whether the dispenser and integration services meet or exceed all technical requirements. Evaluation will focus on the Offeror's technical ability and approach to management of the dispenser and integration services. The Technical Approach and Management Approach subfactors must be deemed Acceptable in order for the Offeror to receive an Acceptable rating on the Technical Acceptability Factor. The Technical Acceptability factor for new Offerors will be rated

either Acceptable or Unacceptable based on the following definitions:

- (i) Acceptable is defined as a proposal which meets or exceeds the minimum requirements of the RFP. The proposal may include individual “weaknesses” as long as these weaknesses do not increase the risk of unsuccessful contract performance to an unacceptable level. In addition, the proposal may not contain any deficiencies.
- (ii) Unacceptable is defined as a proposal, which fails to meet the requirements of the RFP. A proposal that contains a deficiency will be determined to be unacceptable. A proposal will be determined to be unacceptable if it takes exceptions to the RFP to such a degree that it increases the risk of unsuccessful contract performance to an unacceptable level.

Acceptability for existing contractor holders shall be determined in accordance with applicable contract administration regulations and KSC policies and procedures.

- 2) The Government will evaluate the Offeror’s proposal for Technical Acceptability based upon the subfactors of Technical Approach, Management Approach, and Compliance with Solicitation Requirements.

- (i) Technical Approach

The evaluation will address the Offeror’s response to each of the technical requirements as either Acceptable or Unacceptable. The evaluation will be based on the Offeror’s demonstrated ability to meet or exceed the requirements of the SOW.

- (ii) Management Approach

The evaluation of the Offeror’s Management Approach will address the Offeror’s response to each of the management approach requirements and will be determined either Acceptable or Unacceptable. The evaluation will be based on the Offeror’s:

- (A) Overall program management approach to maximize the potential for mission success.
 - (B) Plan for ensuring the safety and health of personnel and facilities as applicable.
 - (C) Quality Management System using the ISO 9001/2008 standard as a guideline. The software assurance approach will also be evaluated using ISO 90003:2004 as a guideline.
 - (D) Configuration management approach for ensuring hardware and software design implementation, change process control, time/age-sensitive component control, and as-built drawing control.
 - (E) Approach to ensuring Government insight throughout a mission flow, as well as Offeror’s approach to Government cognizance of mission unique issues.
 - (F) While it is not required, the use of students (undergraduate or graduate level) for contract performance is strongly encouraged by the Government to further student development in the aerospace field. Demonstration of student

involvement shall include, but is not limited to, the number of students involved and a breakdown of the number of hours per student. If the Offeror does not have student support, the Offeror will not be evaluated favorably or unfavorably on this element.

(G) Compliance with Solicitation Requirements

(c) Past Performance Evaluation

This factor will be used to evaluate how the experience of the Offeror relates to and will benefit Government activities. ~~The Past Performance factor will be rated either Acceptable or Unacceptable.~~ The ~~Past Performance factor~~evaluation will be evaluatedconducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2).

If the Offeror does not have relevant past performance, the Offeror will not be evaluated favorably or unfavorably on past performance and a "Neutral" rating will be assigned. Past Performance will be deemed acceptable unless the evaluation results in a Very Low Level of Confidence rating.

The relevance of the Offeror's experience and the quality of performance will be evaluated on the most recent and relevant experience. Past Performance from the last 3 years will be considered more relevant than Past Performance older than 3 years. To determine relevancy of experience, the Government will consider the demonstrated accomplishment of work that is comparable in nature and magnitude to the work required by this acquisition.

In evaluating Past Performance, the Government will consider the Offeror's previously demonstrated:

- 1) Contract past performance, history and experience, and
- 2) Ability to meet technical requirements and performance standards for previous work.

(d) Evaluation Information Specific to Existing CubeSat Dispenser Hardware and Integration Services Contractors

The following pertains to existing Contract holders:

- 1) A Past Performance Volume does not need to be resubmitted as part of an existing contract holder's proposal. The Government will evaluate the past 3 years of the Contractor's past performance evaluations under the CubeSat Dispenser Hardware and Integration Services contract and other contracts.
- 2) The original evaluation of those portions of the existing Contractors prior proposals, not required to be resubmitted in accordance with Clause L.4, will remain valid and be considered for purposes of evaluating their current proposal(s) and for selecting and adding new CubeSat dispenser(s) and integration services to their existing contracts.
- 4)3) While all applicable evaluation criteria will be considered, proposal evaluation and all subsequent activities leading to modifications of existing CubeSat dispenser hardware and integration services contracts (under the authority of Section I, Clause I.6, On-Ramp), will be conducted in accordance with applicable contract administration regulations and KSC policies and procedures.

ATTACHMENT A

CubeSat Dispenser Hardware and Mission Integration Services

1. Introduction

The National Aeronautics and Space Administration (NASA) has a requirement to launch pico-, nano-, and/or micro-satellites (CubeSats) into earth orbit. A CubeSat is a type of miniaturized space research satellite that typically uses commercial, off-the-shelf electronic components. The CubeSats flown by NASA are primarily developed by a variety of educational and Governmental organizations. The smallest CubeSat, referred to as a 1U, is 10 cm long x 10 cm wide x 10 cm high and weighs approximately one kilogram. Common CubeSat form factors are: 1U, 1.5U (15 x 10 x 10 cm), 2U (20 x 10 x 10 cm), 3U (30 x 10 x 10 cm), and 6U (30 x 20 x 10 cm). NASA currently has the requirement to launch CubeSats of any size from 1U to 6U. There is potential for CubeSats larger than 6U to be launched during the period of performance of this contract. NASA's CubeSats are typically flown as "auxiliary" payloads on a variety of launch vehicles (LV).

NASA will typically require the contractor to provide a given number of 3U and/or 6U CubeSat dispensers, and dispenser mass simulators (collectively referred to as "flight hardware" unless otherwise specified). These dispensers will be loaded with CubeSats, mounted to the LV, and will release the CubeSats at a designated time after launch. Additionally, NASA will require mission integration services necessary to support the launch of CubeSats and CubeSat dispensers on a given LV. These services include: Flight Hardware Qualification (by analysis and/or test), Development and Assembly and/or procurement of flight hardware, Acceptance Testing, Interface Control Document (ICD) Development, Integration, and Mission Support. Occasionally NASA will require task assignments and non-standard services in support of the mission, which include but are not limited to, support for launch delays, de-integration services, and commercial flight services.

2. Ground Rules and Assumptions

- 2.1. Mission-specific Maximum Predicted Environments (MPE) are documented in the mission-specific CubeSat to Dispenser ICD and the Dispenser to LV ICD.
- 2.2. All electronic documents will be delivered to the Government in Microsoft Office formats (Word, Power Point, or Excel) 2010 unless otherwise specified by the Government.
- 2.3. Any failure of the hardware to be used for performance of this contract to meet requirements is considered a non-conformance. Non-conformances include, but are not limited to, items not per print, and test and/or flight anomalies.
- 2.4. The NASA CubeSat Mission Manager or designee is the Government entity to be notified in the event of a non-conformance.
- 2.5. Launch sites may include, but are not limited to, the Cape Canaveral Air Force Station (CCAFS), FL; Vandenberg Air Force Base (VAFB), CA; Wallops Island, VA; Kodiak, AK; or Pacific Missile Range Facility (PMRF), HI.
- 2.6. The Contractor shall perform the work described in this Statement of Work in a timeline which supports the mission specific schedule.
- 2.7. Contractor travel to the Government location is not anticipated for NASA Engineering Review Board (ERB) or Mission Readiness Reviews (MRR)

3. Compliance Documents

The Contractor shall comply with the requirements contained in the following documents. Mission specific documents will be provided with the individual task orders.

- 3.1. Launch Services Program, Program Level Dispenser and CubeSat Requirements Document LSP-REQ-317.01 (as applicable)
- 3.2. Mission specific qualification requirements document (as applicable)
- 3.3. Mission specific LV to CubeSat dispenser/dispenser mass simulator ICD
- 3.4. Mission specific CubeSat dispenser to CubeSat ICD
- 3.5. Mission specific schedule
- 3.6. AFSPCMAN 91-710, Range Safety User Requirements Manual Volume 3 – Launch Vehicle, Payloads, and Ground Support Systems Requirements (as applicable)
- 3.7. NPR 8715.6, NASA Procedural Requirements for Limiting Orbital Debris

4. Standard Services

4.1. Flight Hardware Qualification Plan

4.1.1. The Contractor shall qualify the flight hardware to the environments defined in the mission specific LV to Dispenser ICD in accordance with the appropriate qualification requirements document.

4.1.1.1. The Contractor shall develop a Qualification Plan whenever qualification or re-qualification of the flight hardware is required. Qualification of dispenser by the contractor is required if the mission-specific LV environments exceed current qualification levels or if the dispenser design is changed from a previous mission. The Qualification plan shall document the qualification methodology (satisfied through test, analysis, similarity, etc.) and shall be approved by the Government prior to implementation. Testing, if required, may involve the use of non-flight test articles (Engineering Development Unit (EDU)) or protoflight test articles. New dispensers or changes that impact qualification status of the dispensers shall be presented at the NASA LSP ERB. This presentation will include the qualification plan. (DRD B1-1)

4.2. Flight Hardware Qualification

The following are only required if specifically called out by the approved qualification plan. The Government reserves the right to witness qualification testing.

4.2.1. The Contractor shall provide one dispenser EDU with Contractor-provided CubeSat mass simulator for qualification testing. The Contractor shall clearly mark the unit as “EDU: Non-flight item”. If directed by the Government, the Contractor shall deliver the EDU to the location specified by the Government.

4.2.1.1. The Contractor shall perform a separation system deployment test of the dispenser EDU upon completion of environmental qualification testing. This testing shall take place at a location determined by the Contractor.

4.2.2. The Contractor shall provide one dispenser mass simulator Engineering Development Unit (EDU) to be used for testing. The Contractor shall clearly mark the unit as “EDU: Non-flight item”. If directed by the Government, the Contractor shall deliver the EDU to the location specified by the Government.

4.2.3. The Contractor shall provide a configuration list at least two weeks prior to the start of manufacturing of EDU/protoflight hardware (DRL B1-2).

4.2.4. The Contractor shall perform a qualification random vibration test of the dispenser and/or dispenser mass simulator EDU/protoflight using CubeSat mass model payloads to the environments defined in the mission specific LV to dispenser ICD

- and qualification requirements document. This testing shall take place at a location determined by the Contractor.
- 4.2.5. The Contractor shall perform a qualification shock test of the dispenser and/or dispenser mass simulator EDU/protoflight using CubeSat mass model payloads to the environments defined in the mission specific LV to dispenser ICD and qualification requirements document. This testing shall take place at a location determined by the Contractor.
 - 4.2.6. The Contractor shall perform a qualification thermal vacuum cycle test of the dispenser and/or dispenser mass simulator EDU/protoflight using CubeSat mass model payloads to the environments defined in the mission specific LV to dispenser ICD and qualification requirements document. This testing shall take place at a location determined by the Contractor.
 - 4.2.7. The Contractor shall inform the Government of all non-conformances that affect schedule milestones, involve test failures and/or interface requirement verification as early as practicable, but no later than 48 hours after discovery. The Contractor shall coordinate all of these non-conformance mitigation/resolutions with the Government and obtain Government approval of path forward.
 - 4.2.8. The Contractor shall provide all hardware testing and/or analysis qualification documentation no later than two weeks after completion of testing/analysis. (DRL B1-3).
- 4.3. Flight Hardware Development and Assembly
- 4.3.1. All flight hardware shall meet the applicable technical requirements contained within the mission specific LV to dispenser ICD and dispenser to CubeSat ICD. Future revisions of the ICDs will be handled in accordance with the Changes clause in this contract if appropriate.
 - 4.3.2. The Contractor shall provide a configuration list at least two weeks prior to start of manufacturing flight hardware (DRL B1-4).
 - 4.3.3. The Contractor shall develop and assemble flight hardware in accordance with assembly drawings developed from the ICD requirements.
 - 4.3.4. The Contractor shall present any flight hardware design changes required to implement the mission-specific ICD prior to carrier assembly. The Contractor shall present objective evidence that the hardware design for first flight items or design changes that impact qualification status meet all applicable requirements at the NASA LSP ERB.
 - 4.3.5. Prior to delivery to the launch site, the Contractor shall store flight-ready flight hardware in a bonded storage area that meets ICD environmental levels, in a Contractor-provided location until required for use.
 - 4.3.6. The Contractor shall inform the Government of all non-conformances that affect schedule milestones, involve test failures and/or interface requirement verification as early as practicable, but no later than 48 hours after discovery. The Contractor shall coordinate all of these non-conformance mitigation/resolutions with the Government and obtain Government approval of path forward.
 - 4.3.7. The Contractor shall provide a shipping container that maintains flight hardware cleanliness and protects each unit and all contents from handling damage, shock, water/humidity intrusion, and electrostatic discharge.
- 4.4. Dispenser System Flight Hardware Acceptance Testing
- 4.4.1. The Contractor shall perform an acceptance random vibration test of dispenser flight units containing CubeSat mass model payloads to the environments defined in the

- mission specific LV to dispenser ICD and qualifications requirements document. This testing shall take place at a location determined by the Contractor.
- 4.4.2. The Contractor shall perform a thermal vacuum bake-out test of flight hardware to the environments defined in the mission specific LV to dispenser ICD and qualifications requirements document. This testing shall take place at a location determined by the Contractor.
- 4.4.3. The Contractor shall inform the Government of all non-conformances that affect schedule milestones, involve test failures and/or interface requirement verification as early as practicable, but no later than 48 hours after discovery. The Contractor shall coordinate all of these non-conformance mitigation/resolutions with the Government and obtain Government approval of path forward.
- 4.4.4. The Contractor shall provide all flight hardware acceptance test reports at least two weeks prior to CubeSat integration (DRL B1-5).
- 4.5. Dispenser Mass Simulator Acceptance Testing
- 4.5.1. The Contractor shall perform an acceptance random vibration test of dispenser mass simulator flight units to the environments defined in the mission specific LV to dispenser ICD and qualifications requirements document. This testing shall take place at a location determined by the Contractor.
- 4.5.2. The Contractor shall perform a thermal vacuum bake-out test of flight hardware to the environments defined in the mission specific LV to dispenser ICD and qualifications requirements document. This testing shall take place at a location determined by the Contractor.
- 4.5.3. The Contractor shall notify the Government of all non-conformances within 48 hours of discovery. The Contractor shall coordinate all non-conformance mitigations/resolutions with the Government and obtain Government approval of path forward.
- 4.5.4. The Contractor shall provide all flight hardware acceptance test reports at least two weeks prior to CubeSat integration (DRL B1-6).
- 4.6. Dispenser to Launch Vehicle ICD Development
- 4.6.1. The Contractor shall provide dispenser design drawings and specifications to be utilized as inputs into the development of mechanical and electrical LV interfaces as needed by the LV Contractor (DRL B1-7).
- 4.6.2. The Contractor shall provide technical support and input for the development of the LV to Dispenser ICD.
- 4.7. CubeSat to Dispenser ICD Development
- 4.7.1. The Contractor shall create and maintain configuration control of the CubeSat to dispenser ICD for each mission (DRL B1-8).
- 4.7.2. The Contractor shall support presentation of the baseline (first use) ICD and any subsequent changes impacting LSP REQ 317.10 to the NASA LSP ERB for approval.
- 4.8. Integration of CubeSats into Flight Dispensers
- 4.8.1 The Contractor shall coordinate with the CubeSat providers to ensure proper analytical and physical integration of the CubeSats into the dispensers.
- 4.8.2 The Contractor shall perform physical inspection of all CubeSats prior to integration to ensure compliance with mass and dimensional ICD requirements.

- 4.8.3 The Contractor shall perform flight integration of CubeSats into the flight dispensers. This integration shall take place at a location determined by the Contractor.
 - 4.8.4 The Contractor shall inform the Government of all non-conformances that affect schedule milestones, involve test failures and/or interface requirement verification as early as practicable, but no later than 48 hours after discovery. The Contractor shall coordinate all of these non-conformance mitigation/resolutions with the Government and obtain Government approval of path forward.
 - 4.8.5 The Contractor shall provide bonded storage that meets ICD environmental levels for integrated flight dispenser(s) systems until delivery to the launch site.
 - 4.8.6 The Contractor shall provide all dispenser flight hardware integration documentation, including ICD requirement verification evidence no later than one week after completion of integration (DRL B1-9).
- 4.9. Integrated Flight CubeSat/Dispenser Acceptance Testing
- 4.9.1. The Contractor shall perform an acceptance test of each integrated dispenser to the environments defined in the mission specific Dispenser to CubeSat ICD and qualifications requirements document. The testing shall take place at a location determined by the Contractor.
 - 4.9.2. The Contractor shall provide the Acceptance Test Reports upon completion of testing, at least two weeks prior to delivery of the dispenser to the LV Contractor (DRL B1-10).
 - 4.9.3. The Contractor shall inform the Government of all non-conformances that affect schedule milestones, involve test failures and/or interface requirement verification as early as practicable, but no later than 48 hours after discovery. The Contractor shall coordinate all of these non-conformance mitigation/resolutions with the Government and obtain Government approval of path forward.
- 4.10. Flight Hardware to Launch Vehicle Integration
- 4.10.1. The Contractor shall support LV Contractor mission integration planning and coordination telecons, as required.
 - 4.10.2. The Contractor shall support any required LV to flight hardware fit checks. These fit checks will take place at a location to be chosen by the LV Contractor.
 - 4.10.3. The Contractor shall support the LV Contractor's efforts to develop flight hardware to LV integration procedures.
 - 4.10.4. The Contractor shall deliver flight hardware to the appropriate integration site, as specified by the LV Contractor.
 - 4.10.5. The Contractor shall support the LV Contractor's efforts to install the flight hardware onto the LV at the LV integration site.
- 4.11. Mission Support
- 4.11.1. The Contractor shall produce and maintain a mission specific schedule showing all major milestones. The major milestones on this schedule will be coordinated with LV Contractor, dispenser provider, and CubeSat providers, and approved by the Government (DRL B1-11).
 - 4.11.2. The Contractor shall provide a mission team roster (DRL B1-12).
 - 4.11.3. The Contractor shall collect from the dispenser and CubeSat providers and submit to the Government all information necessary to support development of the NASA Orbital Debris Assessment Report (ODAR) (DRL B1-13).

- 4.11.4. Utilizing information obtained by the CubeSat providers, the Contractor shall coordinate and submit any required Federal Communication Commission frequency utilization applications for the applicable mission CubeSats.
- 4.11.5. Utilizing information obtained by the dispenser and CubeSat providers, the Contractor shall produce and submit the mission specific Missile System Prelaunch Safety Package (MSPSP) for the entire mission complement of CubeSats, dispensers, and dispenser mass simulators to the LV Contractor (DRL B1-14).
- 4.11.6. The Contractor shall provide test dispensers to the CubeSat developers for dispenser to CubeSat fit checks and/or testing at the CubeSat developer location, as required.
- 4.11.7. The Contractor shall provide all applicable flight hardware specific ICD requirement verification evidence no later than two weeks prior to MRR. This shall include an independent verification of requirements satisfied by third party providers. (DRL B1-15)
- 4.11.8. The Contractor shall provide all applicable CubeSat specific ICD requirement verification evidence no later than two weeks prior to the MRR. This shall include an independent verification of requirements satisfied by third party providers. (DRL B1-16)
- 4.11.9. The Contractor shall coordinate and conduct the MRR no later than four weeks prior to CubeSat integration into the dispensers. This review will establish the readiness of the flight hardware and CubeSats to proceed with final integration and launch. The Contractor shall send meeting notices, arrange telecon services, chair the meetings, produce and maintain meeting minutes, action item lists, and presentation material. (DRL B1-17)
- 4.11.10. The Contractor shall conduct a mission specific Lessons Learned review by teleconference, no later than one month after launch. Within two weeks of the Lessons Learned review, the Contractor shall produce a Lessons Learned report for the mission. (DRL B1-18)
- 4.11.11. The Contractor shall support teleconferences and reviews for mission integration as required, including, but not limited to, project kick-off, bi-weekly mission integration telecons, dispenser Test Readiness Review, PDR, CDR, and ERB. The preceding will occur via telecon or at the Contractor's facility unless otherwise directed by the Government.
- 4.11.12. The Contractor shall conduct periodic mission specific team teleconferences with the Government, the dispenser providers, and CubeSat developers. These teleconferences shall generally be held every two weeks. The Contractor shall send meeting notices, arrange telecon services, chair the meetings, produce and maintain meeting minutes, action item lists, and presentation material. (DRL B1-19).
- 4.11.13. The Contractor shall provide counsel and guidance to the CubeSat developers, as required for items including, but not limited to, test procedures or conduct, report generation, or requirement interpretation.
- 4.11.14. The Contractor shall collect monthly status charts from each CubeSat developer on each mission and forward them to the Government. The chart format will be provided by the Government. (DRL B1-20)
- 4.11.15. The Contractor shall produce and maintain a monthly status chart for each mission. The chart format will be provided by the Government. (DRL B1-21)

5. Non-Standard Services

5.1. Launch Delays & De-integration Services

Launch delay scenario to be selected will be dependent on timing of delay decision and length of delay. The Government will determine and provide guidance to the Contractor

in the event of any delay, including the length of delay should the Contractor have to comply with this section.

- 5.1.1. Prior to CubeSat delivery to Contractor integration site, the Contractor shall store the dispenser hardware in a bonded area that meets ICD environmental levels in a location provided by the Contractor.
- 5.1.2. After delivery of CubeSats to Contractor integration site, but before CubeSat integration into dispensers, the Contractor shall return the CubeSats to their representatives and store the dispenser hardware in a bonded area that meets ICD environmental levels in a location provided by the Contractor.
- 5.1.3. After CubeSat integration into dispenser, but before delivery to LV integration site, the Contractor shall remove the CubeSat from the dispenser, return the CubeSats to their representatives, and store the dispenser hardware in a bonded area that meets ICD environmental levels in a location provided by the Contractor.
- 5.1.4. After the integrated dispensers have been delivered to LV integration site, but prior to installation on the LV, the dispenser shall be returned to the Contractor, and the Contractor shall remove the CubeSats from the dispensers, return the CubeSats to their representatives, and store the dispenser hardware in bonded area that meets ICD environmental levels in a location provided by the Contractor.
- 5.1.5. Flight Hardware integrated onto the LV
 - 5.1.5.1. Based on the length of the delay, the Government may advise the Contractor to perform an assessment to determine how long the dispenser can remain on the LV before removal is necessary. The Contractor shall provide its assessment to the Government. The Government will advise the Contractor if it determines the dispenser is to be removed.
 - 5.1.5.2. If the dispenser is to be removed, the Contractor shall support the LV Contractor in the removal of the dispenser and maintain the flight hardware. The Contractor shall remove the CubeSats from the dispensers, return the CubeSats to their representatives, and store the dispenser hardware in a bonded area that meets ICD environmental levels in a location provided by the Contractor.

6. Task Assignments

The contractor shall perform special studies and analyses, provide materials, or fabricate hardware as determined by the Government in support of this contract. Each task will be initiated by written direction from the NASA Contracting Officer. At the Contracting Officer's discretion, these tasks may include advance planning and feasibility studies in support of future contemplated missions; analyses in support of change requirements to authorized missions; development, fabrication, and test of hardware/software to support planning studies or special tests; mission unique studies; material provision; and hardware fabrication in support of mission requirements.

ATTACHMENT B

Contract Data Requirements List

The Contract Data Requirements List (CDRL) identifies critical elements of the contracted effort where NASA requires deliverable products to provide adequate insight and approval of critical tasks. The following CDRL defines the scope of documentation required; however, NASA will utilize the Contractor's existing documentation to the extent practicable. Where there is not a direct match between a CDRL item and the Contractor's standard documentation, the Contractor's documentation will be acceptable provided it contains equivalent data, except CDRL B1-12, B1-20, B1-21. DRD approval may be assumed 30 days after submittal unless the Contractor is notified by NASA of disapproval. Under certain circumstances, NASA may elect to eliminate certain submittal cycles.

The number of copies listed in Table B1-A represents the number of hard copies to be delivered to NASA only if the DRD data is not available electronically. All electronic documents will be delivered to the Government in Microsoft Office formats (Word, Power Point, or Excel) 2010 unless otherwise specified by the Government. All data deliverables shall be delivered to the KSC ELV Library. The Contractor shall notify the Contracting Officer in writing of DRD delivery.

Table B1-A CDRL Index

Item	Document	SOW Reference	Approval/ Review	Initial Submittal Date	Subsequent Submittal Date	No. of Copies
B1-1	Flight Hardware Qualification Plan	4.1.1.1	Approval	At least one month prior to start of qualification testing	When Changed	1
B1-2	Flight Hardware Qualification Configuration List	4.2.3	Review	At least two weeks prior to start of EDU hardware manufacture	When Changed	1
B1-3	Flight Hardware Qualification EDU Hardware Qualification Documentation	4.2.8	Review	No later than two weeks after the completion of qualification testing/analysis	When Changed	1
B1-4	Flight Hardware Development and Assembly Configuration List	4.3.2	Review	At least two weeks prior to start of flight hardware manufacturing	When Changed	1
B1-5	Dispenser System Flight Hardware Acceptance Testing Flight Hardware Acceptance Test Reports	4.4.4	Review	At least two weeks prior to CubeSat integration	When Changed	1
B1-6	Dispenser Mass Simulator Flight Hardware Acceptance Test Reports	4.5.4	Review	No later than two weeks prior to the Mission Readiness Review	When Changed	1
B1-7	Dispenser to Launch Vehicle ICD Development Interface Design Inputs	4.6.1	Review	As required by Launch Vehicle contractor	When Changed	1
B1-8	CubeSat to Dispenser ICD Development Mission Specific ICD	4.7.1	Approve	As specified in mission specific schedule	When Changed	1
B1-9	Integration of CubeSats into Flight Dispensers Dispenser Flight Hardware Integration Documentation	4.8.6	Review	No later than one week after completion of integration.	When Changed	1
B1-10	Integrated Flight CubeSat/Dispenser Acceptance Test Reports	4.9.2	Review	At least two weeks prior to delivery of the dispenser to the LV Contractor	When Changed	1
B1-11	Mission Support Mission Specific Schedule	4.11.1	Approved	No later than one month after mission specific ATP	Monthly, unless requested more frequently by Government	1

B1-12	Mission Support Mission Team Roster	4.11.2	Review	No later than six weeks after mission specific ATP	When Changed	1
B1-13	Mission Support NASA Orbital Debris Assessment Report (ODAR) Inputs	4.11.3	Review	As specified in mission specific schedule	When Changed	1
B1-14	Mission Support Missile System Prelaunch Safety Package (MSPSP)	4.11.5	Review	As specified in mission specific schedule	When Changed	1
B1-15	Mission Support Flight Hardware Specific ICD Requirement Verification	4.11.7	Approve	No later than two weeks prior to the Mission Readiness Review	When Changed	1
B1-16	Mission Support CubeSat Specific ICD Requirement Verification	4.11.8	Approve	No later than two weeks prior to Mission Readiness Review	When Changed	1
B1-17	Mission Support Mission Readiness Review Minutes, Action Items, and Presentation Material	4.11.9	Review	No later than one week after completion of the Mission Readiness Review	When Changed	1
B1-18	Mission Support Lessons Learned Report	4.11.10	Review	No later than two weeks after Lessons Learned Review	When Changed	1
B1-19	Mission Support Mission Team Meetings Minutes, Action Items, and Presentation Material	4.11.12	Review	No later than one week after completion of each meeting	When Changed	1
B1-20	Mission Support CubeSat Monthly Status Charts	4.11.14	Review	No later than two months after mission specific ATP	First of every month	1
B1-21	Mission Support Monthly Mission Status Chart	4.11.15	Review	No later than two months after mission specific ATP	First of every month	1

CDRL DESCRIPTION

Number: B1-1

Flight Hardware Qualification Plan

DESCRIPTION/PURPOSE:

This plan shall document the flight hardware qualification methodology to be satisfied by test, analysis, and/or similarity, etc.

DATA REQUIREMENTS:

This document shall contain the plan for all environmental testing and/or analysis to include vibration, shock, thermal, acoustic, etc. Rationale shall be included for why each test and/or analysis is performed. The plan shall include an overall schedule for testing and/or analysis activities.

CDRL DESCRIPTION

Number: B1-2

Flight Hardware Qualification Testing – Configuration List

DESCRIPTION/PURPOSE:

This list serves as the as-designed configuration baseline for the qualification hardware (EDU or protoflight hardware)

DATA REQUIREMENTS:

This list shall detail the drawings and procedures, including revision levels, used to build the qualification hardware (EDU or prototype hardware).

CDRL DESCRIPTION**Number: B1-3****Flight Hardware Qualification Testing EDU or Protoflight Hardware Qualification Documentation****DESCRIPTION/PURPOSE:**

This documentation package serves as the as-built configuration baseline of the EDU/protoflight hardware and also provides the evidence necessary to show that the EDU/protoflight hardware meets all qualification requirements.

DATA REQUIREMENTS:

This documentation package shall include a matrix containing traceability between ICD requirements and ICD verifications, all ICD verification evidence/artifacts (test reports and/or analysis) showing qualification requirements have been successfully verified, all assembly/component drawings, assembly procedures, qualification testing procedures and documentation of any non-conformances and the resolution thereof.

CDRL DESCRIPTION**Number: B1-4****Flight Hardware Development and Assembly – Configuration List****DESCRIPTION/PURPOSE:**

This list serves as the as-designed configuration baseline for the flight hardware.

DATA REQUIREMENTS:

This list shall detail the drawings and procedures, including revision levels, used to build the flight hardware.

CDRL DESCRIPTION**Number: B1-5****Dispenser Flight Hardware – Acceptance Test Reports****DESCRIPTION/PURPOSE:**

These reports document the testing performed on the flight hardware and serve as evidence that the flight hardware was tested in accordance with the mission specific LV to dispenser ICD and qualification requirements document.

DATA REQUIREMENTS:

Test reports shall contain, at a minimum, test objective, requirements, summary, conclusion, test configuration (including figures and photos), all non-conformances and resolutions, and all test results and associated data.

CDRL DESCRIPTION**Number: B1-6****Dispenser Mass Simulator Flight Hardware Acceptance – Test Reports****DESCRIPTION/PURPOSE:**

These reports document the testing performed on the flight hardware and serve as evidence that the flight hardware was tested in accordance with the mission specific LV to dispenser ICD and qualifications requirements document.

DATA REQUIREMENTS:

Test reports shall contain, at a minimum, test objective, requirements, summary, conclusion, test configuration (including figures and photos), all non-conformances and resolutions, and all test results and associated data.

CDRL DESCRIPTION**Number: B1-7****Dispenser to Launch Vehicle ICD Development****DESCRIPTION/PURPOSE:**

The LV to Dispenser ICD defines the interfaces between the LV and the Dispenser/Dispenser Mass Simulator and any mission specific requirements levied upon the Dispenser/Dispenser Mass Simulator by the LV. This dispenser specific design data is used by the LV contractor to create the mission specific LV to Dispenser ICD.

DATA REQUIREMENTS:

Flight hardware design drawings and specifications for the LV interfaces, including but not limited to, mechanical, electrical, clearance envelopes, etc.

CDRL DESCRIPTION**Number: B1-8****CubeSat to Dispenser ICD Development****DESCRIPTION/PURPOSE:**

The CubeSat to Dispenser ICD defines the interfaces between the CubeSat(s) and the Dispenser and any mission specific requirements levied upon the CubeSats by the LV or Dispenser.

DATA REQUIREMENTS:

CubeSat to Dispenser ICD

CDRL DESCRIPTION**Number: B1-9****Dispenser Flight Hardware Integration - Documentation****DESCRIPTION/PURPOSE:**

This documentation package serves as the as-built configuration baseline of the integrated flight dispenser/CubeSat assemblies and also provides the evidence necessary to show that the assemblies meet all applicable requirements.

DATA REQUIREMENTS:

This documentation package shall include a matrix containing traceability between ICD requirements and ICD verifications, all ICD verification evidence/artifacts, as-run integration and test procedures, and documentation of any non-conformances encountered and the resolution thereof.

CDRL DESCRIPTION**Number: B1-10****Integrated Flight CubeSat/Dispenser – Acceptance Test Reports****DESCRIPTION/PURPOSE:**

These procedures and reports document the post integration acceptance testing performed on the flight hardware and serves as evidence that the flight hardware was tested in accordance with the mission specific LV to dispenser ICD and qualification requirements document.

DATA REQUIREMENTS:

Test reports shall contain, at a minimum, test objective, requirements, summary, conclusion, test configuration (including figures and photos), all non-conformances and resolutions, and all test results and associated data.

CDRL DESCRIPTION**Number: B1-11****Mission Support – Mission Specific Schedule****DESCRIPTION/PURPOSE:**

This schedule will serve as the master level schedule for the CubeSat mission integration activities.

DATA REQUIREMENTS:

This schedule must be provided in a .pdf format and must include all mission specific hardware design, assembly, test, integration, readiness review, and deliverable milestones.

CDRL DESCRIPTION**Number: B1-12****Mission Support – Mission Team Roster Contract Information****DESCRIPTION/PURPOSE:**

To provide all mission team member with a contact list.

DATA REQUIREMENTS:

Roster shall contain names, phone numbers, email addresses and titles of all key mission team members.

CDRL DESCRIPTION**Number: B1-13****Mission Support - NASA Orbital Debris Assessment Report (ODAR) Inputs****DESCRIPTION/PURPOSE:**

This data will be used by NASA to produce the mission specific ODAR.

DATA REQUIREMENTS:

See attachment ODAR A and ODAR B

CDRL DESCRIPTION**Number: B1-14****Mission Support – Missile System Prelaunch Safety Package (MSPSP)****DESCRIPTION/PURPOSE:**

This document will identify all range specific safety information relevant to the mission specific complement of Dispensers, Dispenser Mass Simulators, and CubeSats.

DATA REQUIREMENTS:

See AFSPCMAN 91-710, Range Safety User Requirements Manual Volume 3 – Launch Vehicle, Payloads, and Ground Support Systems Requirements

CDRL DESCRIPTION**Number: B1-15****Mission Support – Flight Hardware Specific ICD Requirement Verification Evidence****DESCRIPTION/PURPOSE:**

This documentation package serves as the as-built configuration baseline of the flight hardware and also provides the evidence necessary to show that the flight hardware meets all applicable mission specific LV to dispenser ICD and dispenser to CubeSat ICD requirements

DATA REQUIREMENTS:

This documentation package shall include a matrix containing traceability between ICD requirements and ICD verifications, all ICD verification evidence/artifacts, all assembly/component drawings, assembly procedures, documentation of any non-conformances encountered and the resolution thereof, contractor independent verification report, material lists, MSPSP approval letter, and dispenser mechanical and electrical drawings.

CDRL DESCRIPTION**Number: B1-16****Mission Support – CubeSat Specific ICD Requirement Verification Evidence****DESCRIPTION/PURPOSE:**

This documentation package serves as evidence that the CubeSat flight hardware meets Dispenser to CubeSat ICD requirements.

DATA REQUIREMENTS:

This documentation package shall include a matrix containing traceability between ICD requirements and ICD verifications and all ICD verification evidence/artifacts, which includes: contractor independent verification report, CubeSat ODAR inputs, Material lists, MSPSP approval letter, as run CubeSat functional tests reports, CubeSat electrical schematics, CubeSat inhibit diagrams, Battery protection evidence, battery data sheet, RF transmitter survey, venting analysis, Principle Investigator compliance memo and environmental test reports.

CDRL DESCRIPTION**Number: B1-17****Mission Support – Mission Readiness Review****DESCRIPTION/PURPOSE:**

This review will establish the readiness of the flight hardware and CubeSats to proceed with final integration and launch.

DATA REQUIREMENTS:

The Contractor shall produce and maintain meeting minutes, action item lists, and presentation material.

CDRL DESCRIPTION**Number: B1-18****Mission Support – Lessons Learned Report****DESCRIPTION/PURPOSE:**

This report will capture the mission specific lessons learned and will be used to improve future campaigns.

DATA REQUIREMENTS:

This report will document all lessons learned collected from the team at the Lessons Learned review.

CDRL DESCRIPTION**Number: B1-19****Mission Support – Kickoff, Periodic Meetings and Reviews with the Dispenser and CubeSat Developers****DESCRIPTION/PURPOSE:**

To facilitate effective communication within the mission team, bi-weekly team telecons shall be held. Additional mission coordination telecons will be held on an as needed basis, to address special issues/concerns or when circumstances warrant.

DATA REQUIREMENTS:

The Contractor shall produce and maintain meeting minutes, action item lists, and presentation material.

CDRL DESCRIPTION**Number: B1-20****Mission Support – Monthly CubeSat Status Chart****DESCRIPTION/PURPOSE:**

Charts are used to provide mission status to NASA management and other interested parties.

DATA REQUIREMENTS:

Quad Chart format

CDRL DESCRIPTION**Number: B1-21****Mission Support – Monthly Mission Status Chart****DESCRIPTION/PURPOSE:**

Charts are used to provide mission status to NASA management and other interested parties.

DATA REQUIREMENTS:

Stop Light format

ATTACHMENT C

Labor Skills Description

Project Manager –

Lead and provide technical direction on specialized engineering discipline related projects; provide supervision, guidance, and direction for accomplishment of multiple, complex and interrelated projects; design and implement programs, projects or tasks. Conceptualize, manage, and execute sponsored research projects and programs.

Coordinate resources, and direct progress to ensure successful project completion. Possess comprehensive knowledge in the field. Provide technical expertise key to the fundamental concept definition and design phase of program/project objectives. A recognized expert in a specialized field of engineering that has exhibited both industry and public service leadership.

System Integrator -

Designs, coordinates, oversees and /or conducts engineering research requiring judgment in the independent evaluation, selection and modification of standard engineering techniques. Design and implement technical solutions to complex discipline-specific problems; lead/manage programs, projects and tasks, and coordinate with sponsors, clients and program team members; ensure completion of programs, projects or tasks within estimated timeframes and budget constraints. Demonstrate and apply thorough understanding of engineering methods, research protocols, data interpretation, and client requirements. Ensure data integrity, quality control, and protocol compliance. Serve as Principal System Integrator (SI), as appropriate on projects of complexities consistent with above criteria.

System Integrator Assistant -

Develop engineering documentation, supervise engineering tests, engineering procedures and protocol; perform engineering tests. Perform independently on aerospace engineering assignments including both process and technical duties that require the application of engineering principles and techniques. Interface with sponsors, clients, and program team members for design reviews, development of engineering procedures, reports, and program scheduling. Provide guidance and assistance to lower tier project personnel to ensure efficiency and success of efforts.

Students -

Under the supervision of the System Integrator or System Integrator Assistant as directed by the SI, provide engineering and process support. Assist with engineering documentation requirements, technical engineering requirements, and perform supervised tests. Assist with providing data management of technical documentation, asset management of technical resources, and project coordination efforts.

ATTACHMENT D
SOW Reference/RFP CLIN Correlation

RFP Reference	SOW Reference
CLIN 1.0	
CLIN 1.1	4.3
CLIN 1.2	4.3
CLIN 1.3	4.2.1
CLIN 1.4	4.2.1
CLIN 1.5	4.3
CLIN 1.6	4.2.2
CLIN 1.7	4.3
CLIN 1.8	4.2.2
CLIN 1.9	4.3
CLIN 1.10	4.2.2
CLIN 2.0	
	4.1
CLIN 2.1	4.2
CLIN 2.2	4.3
CLIN 2.3	4.4
CLIN 2.4	4.5
CLIN 2.5	4.6
CLIN 2.6	4.7
CLIN 2.7	4.8
CLIN 2.8	4.9
CLIN 2.9	4.10
CLIN 2.10	4.11
CLIN 3.0	
CLIN 3.1	5.1
CLIN 3.1.1	5.1.1
CLIN 3.1.2	5.1.2
CLIN 3.1.3	5.1.3
CLIN 3.1.4	5.1.4
CLIN 3.1.5	5.1.5.1
CLIN 3.1.6	5.1.5.2

ATTACHMENT E
Present/Past Performance Questionnaire

Complete one letter and form for each Past Performance reference. Additional space or blank sheets may be added to answer any question.

Transmittal Letter to Accompany Present/Past Performance Questionnaire

FROM:

SUBJECT: Present/Past Performance Questionnaire for Contract(s):

We are currently responding to NASA Kennedy Space Center's (KSC) Request for Proposal (RFP) NNK13ZLS004Q-Revision-B for CubeSat Dispenser Hardware and Integration Services. This RFP requires Offerors to identify customers and solicit their response regarding our performance. We are providing present and past performance data to NASA KSC relating to our performance on contract [Insert Contract Name/Number]. The RFP instructs that we provide our customers with the attached questionnaire and requests that you provide requested data and submit it by the proposal due date directly to the following mailing or email address or FAX number:

NASA/Kennedy Space Center
Office of Procurement
Attn: Erik Whitehill
Mail Code: OP-LS
Kennedy Space Center, FL 32899

Email: Erik.c.whitehill@nasa.gov

FAX: (321) 867-4848

The information contained in the completed Past Performance Questionnaire is considered sensitive and cannot be released to us, the Offeror. If you have any questions about the acquisition or the attached questionnaire, your questions must be directed back to the KSC point of contact identified above. Thank you for your timely assistance.

ATTACHMENT E
Present/Past Performance Questionnaire

SECTION 1: GENERAL INFORMATION

OFFEROR IDENTIFICATION	
Offeror address (Name, Division, Address):	
Contract number:	
Contract type:	
Product/service description:	
Contract award date:	
Period of performance (basic and any options):	
During contract performance, offeror was the (e.g., prime, significant subcontractor, team member)	
Percentage of the total contract value performed by offeror	
Total contract value	
Does a corporate or ownership relationship exist between the offeror being evaluated and your firm? If yes, please describe:	
Unusual contract features or conditions:	
RESPONDENT INFORMATION	
Name of evaluator:	
Telephone number and email address of evaluator:	
Position title:	
Agency/Company (Name, Division, Address):	
Your role in the program/contract	
Length of involvement in this program/contract:	
Date questionnaire completed:	

SECTION 2: PAST PERFORMANCE EVALUATION RATINGS

Please provide your assessment of the extent of relevant experience with work performed under the contract for which you are a reference. The following definitions are offered for your use in assigning a relevancy rating:

- (a) **Significant Experience** means that a full range of services was routinely performed by the contractor under the associated description.
- (b) **Moderate Experience** describes a contractor who has experience in several aspects of a work element even though the experience may not have been on a continuous basis or directly related to services provided performed under the contract.
- (c) **Minimal Experience** means that, although at least some aspects of the work may have been performed, such performance was limited in scope or frequency, or the work element was not performed under the contract.
- (d) **N/A** means not applicable

Performance Ratings: Based on your knowledge of the contract identified above, please provide your assessment of how well the Contractor performed on the questions listed in the table below. It is very important to keep in mind that only performance in the past 3 years is relevant. You are strongly encouraged to give a short narrative indicating why you chose the adjective you did, especially for those answers that are "Good," "Fair," "or "Poor." The following definitions are offered for your use in assigning a performance rating:

ATTACHMENT E
Present/Past Performance Questionnaire

- (a) **Excellent:** Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
- (b) **Very Good:** Very effective performance, fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies.
- (c) **Good:** Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
- (d) **Fair:** Meets or only slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
- (e) **Poor:** Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas, deficiencies in one or more areas which adversely affect overall performance.
- (f) **N/A:** Not applicable

ATTACHMENT E
Present/Past Performance Questionnaire

SECTION 3: PERFORMANCE EVALUATION

Description	Relevant Experience (X)				Performance Rating (X)					
	Signif i-cant	Mode -rate	Mini- mal	N/A	Excel -lent	Very Good	Good	Fair	Poor	N/A
TECHNICAL PERFORMANCE										
Ability to partner for use of assets for integration & launch Comments:										
Ability to perform integration planning Comments:										
Ability to perform dispenser analysis Comments:										
Ability to perform dispenser design Comments:										
Ability to perform dispenser development Comments:										
Ability to perform dispenser production Comments:										
Ability to perform integration onto launch vehicle Comments:										
Ability to perform dispenser testing Comments:										
Ability to provide launch operations support Comments:										
Ability to provide payload processing and integration Comments:										
Responsiveness to changes in technical direction Comments:										
Compliance with technical requirements and performance standards Comments:										
Ability to identify and mitigate risks Comments:										

ATTACHMENT E
Present/Past Performance Questionnaire

Ability to plan, document, and implement a mission assurance program Comments:										
Description	Relevant Experience (X)				Performance Rating (X)					
	Signif i-cant	Mode -rate	Mini- mal	N/A	Excel -lent	Very Good	Good	Fair	Poor	N/A
MANAGEMENT PERFORMANCE										
Ability to build effective working relationships with associate contractors, subcontractors and the Government in a team environment Comments:										
Ability to develop and implement management functions to ensure all contracted activities were accomplished in accordance with contract terms and conditions Comments:										
Ability to effectively coordinate, integrate, and manage subcontractors Comments:										
Ability to integrate all elements of the contract to facilitate cross department communications Comments:										
Ability to provide and maintain management systems for the planning, organization, control, and reporting of all activities required by the contract Comments:										
Attentiveness to overall safety and health Comments:										
Effectiveness in interfacing with the Government's staff Comments:										
Rate the Contractor's compliance with export control requirements Comments:										
SCHEDULE PERFORMANCE										
Content, accuracy, quality, and timeliness of technical, management, and financial reports and deliverables Comments:										
Timely identification and mitigation of risks										

ATTACHMENT E
Present/Past Performance Questionnaire

Comments:										
Ability to identify and correct performance deficiencies in a timely manner										
Comments:										
Description	Relevant Experience (X)				Performance Rating (X)					
	Signif i-cant	Mode -rate	Mini- mal	N/A	Excel -lent	Very Good	Good	Fair	Poor	N/A
COST PERFORMANCE										
Ability to effectively plan efforts, provide realistic cost and schedule estimates, etc										
Comments:										
Adherence to estimated costs and contract cost targets										
Comments:										
Ability to forecast and control costs										
Comments:										

ATTACHMENT E
Present/Past Performance Questionnaire

GENERAL CONTRACT INFORMATION

(a) Contract Value:

Initial Estimated Cost/Price:

Initial Fee/Profit:

Initial Total Value:

Current/Final Estimated Cost:

Current/Final Fee/Profit:

Current/Final Total Value:

Briefly describe any change(s) from original contract value:

(b) Has the contract been partially or completely terminated for default or convenience?

☐ No

☐ Yes

If yes, please explain the reason for termination (i.e., inability to meet cost or delivery schedules, performance, etc:

(c) Approximately how many people were/are employed under this contract?

(d) Did any accidents or industrial illnesses resulting in lost time occur under this contract?

☐ No

☐ Yes

If yes, please provide details:

(e) Would you select this Contractor again?

☐ No

☐ Yes

Please explain: